

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 June 16, 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 June 16, 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: 249 061 46782; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, June 13, 2024, and ending at 6:00 p.m. on Monday, June 16, 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 June 16, 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, JUNE 16, 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.

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) ☐

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LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

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LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

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ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

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NO BOARDS AND COMMISSIONS APPOINTMENTS

CONSENT AGENDA

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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.

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REPORTS, CONTRACTS AND CLAIMS □

RECOMMENDATION □

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|--|---------|-------------------------------|
| 1. Preapproval to purchase four units for Wastewater Maintenance, Water, and Street Maintenance—estimated total \$845,000 (incl. tax). (Council Sponsors: Council Members Bingle and Klitzke)
Adam Russell | Approve | OPR 2025-0399 |
| 2. Five-year Value Blanket with Orca Pacific, Inc. (Auburn, WA) for the as-needed purchase of Acid Magic for use at the Waste to Energy Facility from July 1, 2025, through June 30, 2030—total cost not to exceed \$75,000 (plus tax). (Council Sponsor: Council Member Klitzke)
David Paine | Approve | OPR 2025-0400
RFQ 6330-25 |
| 3. Contract Renewal 1 of 2 with Applied Industrial Technologies (Spokane) for the as-needed purchase and installation of conveyor belts at the Waste to Energy Facility from July 1, 2025, through June 30, 2026—not to exceed \$170,000 (plus tax). (Council Sponsor: Council Member Klitzke)
David Paine | Approve | OPR 2023-0686
IPWQ 5891-23 |
| 4. Five-year Master Contract with Graymar Environmental Services, LLC. (Moses Lake, WA) for recycling services of used oil and antifreeze, oil-water separation and trenching services, for use by various departments from July 1, 2025, through | Approve | OPR 2025-0394
RFP 6327-25 |

June 30, 2030—not to exceed \$500,000 (plus tax).
(Council Sponsor: Council Member Klitzke)

David Paine

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|---|---|-------------|-------------------------------|
| 5. | Contract with Penser North America, Inc. (Lacey, WA) for Third Party Administrative Services for Workers Compensation from May 1, 2025, through April 30, 2026—\$165,000 (plus tax). (Relates to Special Budget Ordinance C36706 and Resolution 2025-0043) (Council Sponsors: Council President Wilkerson and Council Member Zappone) | Approve | OPR 2025-0417 |
| Matt Boston | | | |
| 6. | Contract with Arthur J Gallagher Risk Management Services, LLC (Meadows, IL) for the purpose of providing Insurance Brokerage Services from June 16, 2025, through June 15, 2028—\$75,000 annually with a 3% increase in Years 2 & 3 (plus tax). (Council Sponsors: Council Members Dillon and Zappone) | Approve | OPR 2025-0420
RFP 6325-25 |
| Matt Boston | | | |
| 7. | Contract Amendment with DeepWalk Research, Inc., (Chicago, IL) to assess sidewalk data with the use of their ADA prioritization software from June 16, 2025, through December 31, 2025—\$299,735 (plus tax). (Council Sponsor: Council Member Klitzke) | Approve | OPR 2025-0327
RFQu 6349-25 |
| Lorena Croucher | | | |
| 8. | Outside Special Counsel Contract Amendments with: | Approve All | |
| | a. Summit Law Group in the action Michael Bacon, et. al. v. City of Spokane, et. al.—increase of \$100,000. Total contract amount: \$385,000. | | OPR 2021-0722 |
| | b. Zach Pekelis of Pacifica Law Group (Seattle, WA) in the legal matter of John Sean Feucht v. City of Spokane, et al—additional \$100,000. Total contract amount: \$200,000. | | OPR 2024-0106 |
| (Council Sponsor: Council Member Dillon) | | | |
| Nate Odle | | | |
| 9. | Outside Special Counsel Contract Amendment with Summit Law Group (Seattle, WA) to assist the City in labor negotiations and human resources advice—increase of \$100,000. Total contract amount: \$400,000. (Council Sponsor: Council Member Dillon) | Approve | OPR 2022-0481 |
| Michael Piccolo | | | |
| 10. | Contract Renewal 1 of 2 with ABM Industry Groups, LLC (Spokane) for Intermodal Facility janitorial services from June 1, 2025, through | Approve | OPR 2023-0579
IPWQ 5806-23 |

May 31, 2026—\$152,896.56 (plus tax). (Council Sponsors: Council Members Dillon and Cathcart)

Dave Steele

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| 11. Contract Amendment with Integrus (Spokane) for Design and Engineering Services for Upriver Dam Building Interior Remodel from March 4, 2025, through October 31, 2025—\$43,860 (plus tax). (Council Sponsors: Council Members Dillon and Cathcart) | Approve | OPR 2023-1223
RFQu 5898-23 |
| Dave Steele | | |
| 12. Consultant Agreement with Bureau Veritas Technical Assessments LLC (Elliott City, MD) for Building, Facility Site, System and Structure Condition Assessments including ADA surveys, Equipment Coding and Mapping, and Condition Report from June 16, 2025, through May 31, 2027—\$96,968.41 (plus tax). (Council Sponsor: Council Member Dillon) | Approve | OPR 2025-0393 |
| Dave Steele | | |
| 13. No-cost Contract Amendment with Gordon Truck Centers, Inc. dba Freightliner Northwest (Spokane) converting the contract to a Master Contract for general repair and maintenance of medium/heavy duty trucks and equipment from March 1, 2025, through April 30, 2029. (Council Sponsors: Council Members Klitzke and Bingle) | Approve | OPR 2024-0493
RFP 6037-24 |
| Rick Giddings | | |
| 14. Consultant Agreement (amends previous Agreement) with Parametrix, Inc. (Spokane) for the design of Fish Lake Trail Connection Phase 2 from May 13, 2025, through December 31, 2026—\$530,000 plus 10% administrative reserve. (Council Sponsor: Council Member Klitzke) | Approve | OPR 2024-1060
ENG 2023107 |
| Dan Buller | | |
| 15. Low Bid of Inland Infrastructure, LLC (Spokane) for 2025 Local Access Grind and Overlay project—\$1,569,695 (plus tax). An administrative reserve of \$156,969.50 (plus tax), which is 10% of the contract amount, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke) | Approve | OPR 2025-0419
ENG 2025044 |
| Dan Buller | | |
| 16. Low Bid of (to be determined at bid opening) (City, ST) for Sprague/Alki/Broadway Grind and Overlay project—\$_____ (plus tax). An administrative reserve of \$_____ (plus tax), which is 10% of the contract amount, will be set aside. (East Central Neighborhood) (Council Sponsor: Council Member Klitzke) | Approve | OPR 2025-0436
ENG 2024063 |
| Dan Buller | | |

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| <p>17. Public Works Agreement with Frank Gurney, Inc. (Spokane Valley, WA) for guard rail repair services from July 1, 2025, through June 30, 2028—not to exceed \$125,000 annually (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
 Clint Harris</p> | <p>Approve</p> | <p>OPR 2025-0335
PW ITB 6357-25</p> |
| <p>18. Architectural & Engineering Contract with HDR Engineering, Inc. (Bellevue, WA) to provide a cost estimation study for a new transfer station from June 1, 2025, to December 31, 2025—not to exceed \$56,268 (plus tax). (Council Sponsor: Council Member Klitzke)
 Chris Averyt</p> | <p>Approve</p> | <p>OPR 2025-0395</p> |
| <p>19. Revenue Agreement with Tidewater Environmental Services (Vancouver, WA) for volume discounted disposal of USDA Regulated waste at the Waste to Energy Facility from July 1, 2025, through December 31, 2026—estimated annual revenue of \$120,000. (Council Sponsor: Council Member Klitzke)
 Chris Averyt</p> | <p>Approve</p> | <p>OPR 2025-0396</p> |
| <p>20. Water Quality Combined Financial Assistance Agreement with the Department of Ecology for an RFP seeking a private-public partnership to implement a CBP3 project to construct a regional stormwater multi-use facility—\$247,213 (no match requirement). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
 James “Trey” George III</p> | <p>Approve</p> | <p>OPR 2025-0397</p> |
| <p>21. Consultant Agreement with Kleinschmidt Associates, Inc. (Redmond, WA) for Upriver Dam Federal Energy Regulatory Commission relicensing consulting services from June 23, 2025, through December 31, 2031—\$2,556,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
 Raylene Gennett</p> | <p>Approve</p> | <p>OPR 2025-0398
BID 6256-24</p> |
| <p>22. Report of the Mayor of pending:</p> | <p>Approve &
Authorize
Payments <input type="checkbox"/></p> | <p>CPR 2025-0002</p> |
| <p>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 \$_____.</p> | | |
| <p>b. Payroll claims of previously approved obligations through _____, 2025: \$_____.</p> | | <p>CPR 2025-0003 <input type="checkbox"/></p> |

23. Minutes:

Approve All ☐☐a. City Council Meeting Minutes: _____,
2025. ☐

CPR 2025-0013

☐b. City Council Standing Committee Meeting
Minutes: _____, 2025. ☐

LEGISLATIVE AGENDA

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SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes) ☐

ORD C36706 Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to outsource Workers' Compensation claims administration, and declaring an emergency. (Relates to Consent Agenda Item No. 5 – OPR 2025-0417 and Resolution 2025-0043) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Matt Boston

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes) ☐

RES 2025-0040 Approving settlement with Roxann McNaughton–\$53,242.54. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Matt Boston

RES 2025-0043 Declaring an emergency and authorizing a service contract to be established for a third-party administrator (TPA) to handle City of Spokane workers compensation claims. (Relates to Consent Agenda Item No. 5 - OPR 2025-0417 and Special Budget Ordinance C36706) (Council Sponsors: Council Members Dillon and Zappone)

Matt Boston

RES 2025-0041 Approving the purchase of traffic safety equipment to facilitate the closure of streets for community-centered activities utilizing the Spokane Safe Streets for All Fund. (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Adam McDaniel

RES 2025-0042 Declaring Siemens Energy a sole-source provider and authorizing the City to directly enter into contract with Siemens Energy in lieu of public bidding for parts, maintenance, and service necessary for the

Condensing Steam Turbine Generator Drive Package, Serial #D0823, for a five-year period—approximately \$350,000 annually, excluding taxes, without public bidding. (Council Sponsors: Council Members Bingle and Klitzke)

David Paine

RES 2025-0044 Declaring Sunday, June 22, 2025, as “Kid’s Day” and providing for free amenities to children at Riverfront Park. (Council Sponsors: Council President Wilkerson and Council Member Navarrette)

David Paine

ORD C36679 Regarding obstructing access to and unauthorized camping upon public property; repealing Sections 10.60.010, 10.60.020, 12.02.1002, 12.02.1010, and 12.02.1011; and adopting new Sections 12.02.1001, 12.02.1007, and 12.02.1009 of the Spokane Municipal Code. (Deferred from May 19, 2025, Agenda, during the May 12, 2025, 3:30 p.m. Agenda Review Session) (As amended during the June 2, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Cathcart and Zappone)

Council Member Cathcart

ORD C36691 Establishing the H.O.M.E. Starts Here initiative; amending Chapter 18.05; adopting new Sections 18.05.06, 18.05.07, 18.05.08, and 18.05.09; and repealing Section 18.05.010 of the Spokane Municipal Code. (As amended during the June 2, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)

Adam McDaniel

ORD C36692 Codifying best practices for siting and activation of inclement weather centers and emergency and transitional housing facilities; adopting new Section 02.04.045; amending Sections 02.04.020, 12.05.005, 12.05.062, 12.05.063; and repealing Sections 18.05.010 and 18.05.020 of the Spokane Municipal Code. (As amended during the June 2, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)

Adam McDaniel

The following item was deferred indefinitely during the June 2, 2025, 3:30 p.m. Agenda Review Session (ORD C36693):

~~**ORD C36693** Regarding obstructing access to and unauthorized camping upon public property; repealing Sections 10.60.010, 10.60.020, 12.02.1002, 12.02.1010, and 12.02.1011; amending Section 12.02.1002; and adopting new Sections 12.02.1001, 12.02.1007, and 12.02.10075 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)~~

~~**Adam McDaniel**~~

ORD C36694 Regarding aggressive solicitation; adopting new Sections 10.60.005 and 10.60.015 of the Spokane Municipal Code. (As amended during the June 2, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Zappone and Klitzke)

Adam McDaniel

ORD C36695 Relating to the fire code; amending SMC sections 08.02.034, 08.02.0615, 17F.080.010, 17F.080.030, 17F.080.110, 17F.080.270, 17F.080.330 and

17F.080.480. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Lance Dahl

ORD C36704

Relating to the elimination of Virtual Currency Kiosks within the City of Spokane; and adopting a new Chapter 10.90 to Title 10 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Navarrete)

Virginia Ramos

FIRST READING ORDINANCES

□

ORD C36682

Relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code. (As amended during the June 2, 2025, 3:30 p.m. Agenda Review Session) (Deferred from June 2, 2025, Agenda, during the May 19, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Jessica Stratton

ORD C36699

Adopting an interim official control; modifying section 17G.070.030 of the Spokane Municipal Code to authorize the inclusion of small-scale commercial establishments in planned unit developments. (Deferred from June 2, 2025, Agenda, during the June 2, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Bingle and Navarrete)

Spencer Gardner

Cathcart Proposed Amendment:

- □ Request motion to amend First Reading Ordinance C36699 with proposed updates filed June 4, 2025, and included in agenda packet under First Reading Ordinance C36699.

ORD C36700

Authorizing the Park Board and Park Director to designate portions of park property as Non-Public Areas, amending sections 12.06A.030 and 12.06A.040 of the Spokane Municipal Code. (Council Sponsors: Council Members Navarrete and Klitzke)

Andres Grageda

ORD C36703

Approving a Permissible Use Agreement (OPR 2025-0431) between and among the City of Spokane, Spokane Parks and Recreation, Spokane Skylines, LLC and Epiphany Applied Concepts, Inc., for the construction, operation and maintenance of a zipline on and above City-owned property. (Council Sponsors: Council Members Bingle and Navarrete)

Jonathan Moog

ORD C36705

Streamlining definitions in the solid waste code and correcting position titles; amending Articles I, III, IV, V, VI, VII, and VIII of Chapter 13.02 and Sections 13.02.0100, 13.02.0110, 13.02.0236, 13.02.0248, and 13.02.0350; and repealing Sections 13.02.0102, 13.02.0104, 13.02.0109, 13.02.0112,

13.02.0114, 13.02.0116, 13.02.0118, 13.02.0119, 13.02.01191, 13.02.0120, 13.02.0122, 13.02.0124, 13.02.0126, 13.02.0127, 13.02.0128, 13.02.0130, 13.02.0134, and Article II of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Adam McDaniel

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

RECOMMENDATION ☐

- S1. Recommendations from the Tourism and Cultural Investment Committee for 2025 funding allocations. (Council Sponsor: Council Member Zappone)
Jackson Deese

Approve

OPR 2025-0418

Zappone Proposed Amendment:

- ☐ Request motion to amend OPR 2025-0418 (May 30, 2025, TACI committee Meeting Minutes) with an updated revised version filed June 3, 2025, and included in agenda packet under Special Considerations Item S1. – OPR 2025-0418.

- S2. Joint letter with elected officials from Spokane County and Spokane Valley, as well the Spokane County Sheriff and the Spokane Valley Police Chief to convene the "Safe & Healthy Spokane Task Force" to provide a comprehensive regional effort to combat the opioid epidemic. (Deferred from June 2, 2025, Agenda, during the June 2, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsor: Council President Wilkerson)
Maggie Yates

Approve

CPR 2025-0034

HEARINGS

RECOMMENDATION ☐

The following item was deferred to the June 23, 2025, Agenda, during the June 2, 2025, 3:30 p.m. Agenda Review Session (ORD C36680):

<p>H1. Hearing on Interim Zoning Ordinance C36680, passed by City Council on April 28, 2025, relating to off-premises alcohol outlets near public assets; adopting a new chapter 17C.348 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel</p>	<p>Hold- Hearing/ Close- Hearing/ Adopt- Findings of Fact</p>	<p>ORD C36680</p>
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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.

ADJOURNMENT

The June 16, 2025, Regular Legislative Session of the City Council and is adjourned to June 23, 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:** PIES **Date:** 05/19/2025**Committee Agenda type:** Consent**Date Rec'd**

5/13/2025

Clerk's File #

OPR 2025-0399

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

ADAM RUSSELL 509-440-2092

Requisition #

RE #20747,20746,

Contact E-Mail

ATRUSSELL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

JBINGLE KKLITZKE

Sponsoring at Administrators Request

NO

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

5100-VEHICLE PRE-PURCHASE APPROVAL FOR THREE DEPARTMENTS

Agenda Wording

Fleet Services is seeking pre-purchase approval of four units for Wastewater Maintenance, Water, Street Maintenance. Total cost including tax is estimated to be \$845,000.

Summary (Background)

Prepurchase approval of the following units will allow Fleet Services to avoid vehicle shortages and efficiently procure necessary units. 1-Combination Sewer Truck @ \$675,000 for Wastewater Maintenance Department 1-Ford F150 Lightning EV @ \$60,000 for Water Department 2-Slide in Sanders @ \$55,000 each for Streets Maintenance Department

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?

Fleet Services collects life cycle cost data for future analysis.

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

Aligns with Capital Improvement Program and Centralized Fleet Management Policy

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 845,000	
Current Year Cost		\$ 845,000	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Purchases will be made using competitive co-operative contracts following all city purchasing rules.			
Amount		Budget Account	
Expense	\$ 675,000.00	#	4310-43387-94350-56404-10064
Expense	\$ 60,000.00	#	4100-42490-94340-56404-11004
Expense	\$ 110,000.00	#	5110-71700-94440-56404-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source One-Time			
Funding Source Type Reserves			
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Replacing vehicles and lowering overall fleet age reduces annual maintenance cost.			
Approvals		Additional Approvals	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
atrussell@spokanecity.org		rgiddings@spokanecity.org	
tprince@spokanecity.org		kkeck@spokanecity.org	
kyoung@spokanecity.org		tbrazington@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Consent**Date Rec'd**

5/13/2025

Clerk's File #

OPR 2025-0400

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

RFQ 6330-25

Contact Name/Phone

DAVID PAINE 625-6540

Requisition #

RN 298

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

4490 VALUE BLANKET FOR THE AS NEEDED PURCHASE OF ACID MAGIC

Agenda Wording

Five year value blanket award to Orca Pacific, Inc. (Auburn, WA) for the as-needed purchase of Acid Magic for use at the Waste to Energy Facility from July 1, 2025 through June 30, 2030 with a total cost not to exceed \$75,000.00 plus tax.

Summary (Background)

Acid Magic is used for cleaning the lime slurry system used at the Waste to Energy Facility. On April 10, 2025, bidding closed on RFQ 6330-25 for the as-needed purchase of Acid Magic. Responses were received from Orca Pacific, Inc. and GT Industrial Sales. Orca Pacific was selected as the low-cost bidder.

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?

Not applicable.

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

Council Subcommittee Review

Not applicable.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 75,000.00	
Current Year Cost		\$ 15,000.00	
Subsequent Year(s) Cost		\$ 15,000.00	
<u>Narrative</u>			
This is a routine chemical supply expense that is planned for annually in the Solid Waste Disposal budget.			
Amount		Budget Account	
Expense	\$ 75,000.00	#	4490-44100-37148-53203
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		
Distribution List			
		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	

Bid Response Summary

Bid Number RFQ 6330-25
Bid Title Acid Magic 275 Gallon Totes, –As Needed Over Five (5) Year Period
Due Date Thursday, April 10, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Orca Pacific Inc
Submitted By Tyler Bingham - Monday, February 17, 2025 10:23:07 AM [(UTC-08:00) Pacific Time (US & Canada)]
 tylerb@orcacpacific.com 253-867-0303

Comments**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTEF), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Request for Quote (RFQ) to solicit Quotes from vendors who have a proven ability to provide Acid Magic in 275 Gallon Totes, –As Needed Over Five (5) Year Period, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF QUOTES			
	#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand
	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I acknowledge and I understand

WITHDRAWAL OF QUOTES		
#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF QUOTES		
#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand
QUOTING ERRORS		
#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I acknowledge and I understand
REJECTION OF QUOTES		
#1	The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDERS		

#1	Any resulting Value Blanket Order shall be awarded by City Council to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
PAYMENT TERMS		
#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
INVOICING		
#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of deliver of any orders that were placed and received. • All Invoices shall reference the invoice number and total quantities of items and types. Invoices shall reference Value Blanket Order and Order Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the items delivered in accordance with resulting Value Blanket Order. Invoices shall be emailed to mdorgan@spokanecity.org the Spokane Solid Waste Disposal, Office Manager.	I acknowledge and I understand
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 agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
#1.1	EXCEPTIONS: If you took exception above, upload here.	
#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.	Certifies

PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Yes
#3	If so were PCBs found at a measurable level?	Yes
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Yes
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measurable levels of PCBs?	Yes
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	Yes
BIDDER INFORMATION		
#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Jeff Johnson 253-867-0303 JeffJ@orcapacific.com Alternate: Tyler Bingham 253-867-0303 TylerB@orcapacific.com
ORGANIZATION		
#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Yes
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		

#1	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 Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder 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.	I acknowledge and I understand
#2	City of Spokane Business Registration Number	Yes
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
#1	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I acknowledge and I understand
BIDDER PREQUALIFICATION		
#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.	I acknowledge and I understand
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.	Yes

INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of ninety (90) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER		

#1	Any Value Blanket Order resulting from this RFQ will be for a five year period, beginning July 1, 2025, and terminates on June 30, 2030. The Vendor's prices shall be firm throughout the first year, July 1, 2025 - June 30, 2026, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge and I understand
#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge and I understand
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote(s) deemed to be in the best interest of the City.	I acknowledge and I understand
#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
#7	Bidder should be aware that Quote may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the products differ from the provisions contained herein, these differences must be explained in detail.	I acknowledge and I understand
#2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and I understand

#4	Successful bidder shall furnish standard warranty. State Warranty here:	N/A
#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I acknowledge and I understand
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I acknowledge and I understand
#3	Awarded Vendor(s) would be responsible for providing:	Yes
#3.1	Spec'd Acid Magic in 275 gallon totes as-needed over Five (5) Year. Certol International. 103-USA275G1-A RQ, UN1760, Acid Magic- Corrosive Liquid N.O.S. (Hydrochloric Acid), 8, PGIII, 275-Gallon Tote.	I acknowledge and I understand
#3.2	Bidder has reviewed 'Acid Magic Technical Bulletin' and 'SDS' located in the "Documents Tab".	I acknowledge and I understand
#3.3	If the product differs from the provisions contained herein, these differences must be explained in detail.	
#4	Bidder must provide "technical data" support with bid for items it is bidding, or bid may be considered non-responsive. Upload Here.	USA-ACIDMAGIC.pdf
#5	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	Cover Letter - Orca Pacific Inc.docx
#6	As applicable, Safety Data Sheets must be included with Quote. Upload Here	USA-ACIDMAGIC.pdf
#7	If you took exception to above, explain in detail.	
#8	Any delivered item that does not meet specifications will not be accepted.	I acknowledge and I understand
#3.2	Bidder has reviewed 'Safety Data Sheet' from the "Documents Tab".	I acknowledge and I understand
DELIVERY - F.O.B. Delivery Point		

#1	Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and I understand
#2	FREIGHT TRANSPORTATION CHARGES will be prepaid and add; and listed as a separate line item on invoices.	I acknowledge and I understand
#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I acknowledge and I understand
#4	Vendor's standard delivery time after receipt of order. Enter number of calendar days that could be expected from day vendor receives order until delivery to Spokane Solid Waste Disposal, Waste To Energy, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	2 - 4 Days
#5	If you took exception to any of the above, explain in detail.	
PRICING		
#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
#2	Annual Quantities listed 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 quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
#2.1	Order History for information purposes only. From July 1, 2020 through January 31, 2025, reflects an order being placed for a 725 gallon tote of acid magic, approximately every seventy-five (75) calendar days, more or less.	No
#2.1.1	During July 1, 2020 to December 31, 2020, three separate orders were placed, each order was for one 275 Gallon Tote of Magic Acid.	I acknowledge and I understand
#2.1.2	During 2021, six separate orders were placed, each order was for one 275 Gallon Tote of Magic Acid.	I acknowledge and I understand
#2.1.3	During 2022, four separate orders were placed, each order was for one 275 Gallon Tote of Magic Acid	I acknowledge and I understand

#2.1.4	During 2023, five separate orders were placed, each order was for one 275 Gallon Tote of Magic Acid	I acknowledge and I understand
#2.1.5	During 2024, six separate orders were placed, each order was for one 275 Gallon Tote of Magic Acid.	I acknowledge and I understand
#2.1.6	During January 2025, one order was placed for one 275 Gallon Tote of Magic Acid.	I acknowledge and I understand
#3	Vendor's prices shall be firm throughout the first year, July 1, 2025 - June 30, 2026.	I acknowledge and I understand
#4	Bidder must complete pricing form. Unit Pricing Should Not Include Freight or Tax.	I acknowledge and I understand
#5	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
#5.1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
#5.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
#5.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
#6	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
#7	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand
#8	During the term of the Value Blanket Order, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and I understand
#9	If you took exception to above, explain in detail.	

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.	
#5	If you have additional information/documents to submit, upload them here.	
#6	If you have additional information/documents to submit, upload them here.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Annual Quantities shown on "Pricing Tab" 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. Unit Pricing SHOULD NOT include tax								
	Pricing shall be firm throughout the first year, July 1, 2025 - June 30, 2026. Pricing Adjustments can be requested on the "anniversary of award" with justification support.	Unit Price Per 275 Gallon Tote of Spec'd Acid Magic. Unit Price Should Not Include Freight or Tax.	Base	Per 275 Gallon Tote	6.00	\$2,200.00	\$13,200.00	

	Estimated Freight Ground Freight Cost To Be Incurred For One (1) 275 Gallon Tote To Be Delivered To Spokane Solid Waste Disposal, 2900 S. Geiger, Spokane WA 99224- 5400	Base	Freight Cost Per Tote	6.00	\$600.00	\$3,600.00
Estimated Freight Per Individual Tote						
Total Base Bid		\$16,800.00				

Orca Pacific

280 44th St NW, Auburn, WA 9800

TylerB@orcapacific.com

253-867-0303

2/17/25

Spokane Solid Waste Disposal

2900 S. Geiger Blvd, Spokane WA 99224-5400

Dear Spokane Solid Waste Disposal (City of Spokane),

I am writing to confirm our bid at Orca Pacific Inc as a potential/continued vendor for Acid Magic (275 Gallon totes). We specialize in providing high-quality chemical products and solutions, and we are eager to continue our relationship with the City of Spokane.

At Orca Pacific, we understand the importance of reliable delivery dates and speedy response times. Our goal is to ensure that Spokane Solid Waste Disposal/The City of Spokane has access to the best chemical solutions, at competitive prices, with on-time delivery and exceptional customer support.

Acid Magic is manufactured in Commerce City, Colorado by Microcare LLC, and we here at Orca Pacific Inc are a proud distributor of multiple Acid Magic products. I would welcome the opportunity for Orca Pacific Inc to continue to be a trusted vendor for the City of Spokane and provide Acid Magic 275 gallon totes.

Thank you for considering Orca Pacific Inc for this opportunity. We look forward to not only maintaining but strengthening our relationship with your team.

Sincerely,

Tyler Bingham

Purchasing Manager

Orca Pacific Inc



SAFETY DATA SHEET

Acid Magic® Advanced Formula

According to Appendix D, OSHA Hazard Communication Standard 29 CFR §1910.1200.

1. Identification

Product identifier

Product name Acid Magic® Advanced Formula

Product number USA32, USA128

Synonyms; trade names The User Friendly Muriatic Acid!™*

Recommended use of the chemical and restrictions on use

Application Cleans, clarifies, and etches like full strength muriatic acid. *ACID Magic should not be used to aid or effect any pool disinfectant any pool disinfectant product or other water modifier.

Details of the supplier of the safety data sheet

Manufacturer MICROCARE, LLC
6120 E 58th Ave
Commerce City, CO 80022
United State of America
www.microcare.com/certol
Tel: +1 303 799 9401 Toll Free +1 800 843 3343

Emergency telephone number

Emergency telephone INFOTRAC 1-800-535-5053 (U.S.A. and CANADA)
1-352-323-3500 (from anywhere in the world)

2. Hazard(s) identification

Classification of the substance or mixture

Physical hazards Met. Corr. 1 - H290

Health hazards Acute Tox. 4 - H332 Skin Corr. 1B - H314 Eye Dam. 1 - H318 STOT SE 3 - H335

Environmental hazards Not Classified

Label elements

Hazard symbols



Signal word Danger

Hazard statements H290 May be corrosive to metals.
H332 Harmful if inhaled.
H314 Causes severe skin burns and eye damage.
H335 May cause respiratory irritation.

Acid Magic® Advanced Formula

Precautionary statements

P234 Keep only in original container.
 P260 Do not breathe vapor/ spray.
 P264 Wash contaminated skin thoroughly after handling.
 P271 Use only outdoors or in a well-ventilated area.
 P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
 P301+P330+P331 If swallowed: Rinse mouth. Do NOT induce vomiting.
 P303+P361+P353 If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
 P304+P340 If inhaled: Remove person to fresh air and keep comfortable for breathing.
 P305+P351+P338 If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P310 Immediately call a poison center/ doctor.
 P312 Call a poison center/ doctor if you feel unwell.
 P363 Wash contaminated clothing before reuse.
 P390 Absorb spillage to prevent material damage.
 P403+P233 Store in a well-ventilated place. Keep container tightly closed.
 P406 Store in corrosive resistant container with a resistant inner liner.
 P501 Dispose of contents/ container in accordance with national regulations.

Contains

Hydrochloric Acid, Lactic Acid

3. Composition/information on ingredients

Mixtures

Hydrochloric Acid CAS number: 7647-01-0	Proprietary
Lactic Acid CAS number: 79-33-4	Proprietary

Composition

4. First-aid measures

Description of first aid measures

Inhalation	Move affected person to fresh air and keep warm and at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Call a doctor or Poison Control Center immediately.
Ingestion	Rinse mouth thoroughly with water. Give plenty of water to drink. Do not induce vomiting. Never give anything by mouth to an unconscious person. Call a doctor or Poison Control Center immediately.
Skin Contact	After contact with skin, take off immediately all contaminated clothing, and wash immediately with plenty of water. Wash clothing and clean shoes thoroughly before reuse. Get medical attention if any discomfort continues. Get medical attention if symptoms are severe or persist.
Eye contact	Rinse immediately with plenty of water. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately. Continue to rinse.

Most important symptoms and effects, both acute and delayed

Inhalation	Spray/mists may cause respiratory tract irritation.
Ingestion	May cause chemical burns in mouth and throat.
Eye contact	Exposed individuals may experience eye tearing, redness, and discomfort.

Acid Magic® Advanced Formula

Indication of immediate medical attention and special treatment needed

Notes for the doctor Treat symptomatically.

5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media Use fire-extinguishing media suitable for the surrounding fire.

Unsuitable extinguishing media None known.

Special hazards arising from the substance or mixture

Specific hazards In contact with some metals can generate hydrogen gas, which can form explosive mixtures with air. Corrosive gases or vapors.

Hazardous combustion products Hydrogen chloride (HCl).

Advice for firefighters

Protective actions during firefighting As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions For personal protection, see Section 8.

For non-emergency personnel Restrict access to spill area. Ventilate area.

Environmental precautions

Environmental precautions Avoid the spillage or runoff entering drains, sewers or watercourses.

Methods and material for containment and cleaning up

Methods for cleaning up Stop leak if safe to do so. Neutralize spilled material with crushed limestone, slaked lime (calcium hydroxide), soda ash (sodium carbonate) or sodium bicarbonate. After removal, flush contaminated area thoroughly with water.

7. Handling and storage

Precautions for safe handling

Usage precautions Wash hands thoroughly after handling. Do not eat, drink or smoke when using this product. Avoid breathing gas, fume, vapours or spray. Use only in well-ventilated areas. Keep out of the reach of children.

Conditions for safe storage, including any incompatibilities

Storage precautions Store in tightly-closed, original container in a dry, cool and well-ventilated place. Protect from freezing and direct sunlight. Keep away from heat. Store away from incompatible materials (see Section 10). Store in tightly-closed, original container in a well-ventilated place. Store at temperatures above 0°C/32°F.

8. Exposure controls/Personal protection

Control parameters

Occupational exposure limits

Hydrochloric Acid

Acid Magic® Advanced Formula

Ceiling exposure limit: OSHA 5 ppm 7 mg/m³

Ceiling exposure limit: ACGIH 2 ppm 2.98 mg/m³

A4

OSHA = Occupational Safety and Health Administration.

ACGIH = American Conference of Governmental Industrial Hygienists.

A4 = Not Classifiable as a Human Carcinogen.

Exposure controls

Appropriate engineering controls Provide eyewash station.

Eye/face protection Wear tight-fitting, chemical splash goggles or face shield.

Other skin and body protection Chemical-resistant, impervious gloves complying with an approved standard should be worn if a risk assessment indicates skin contact is possible.

Hygiene measures Handle in accordance with good industrial hygiene and safety practices.

Respiratory protection No specific requirements are anticipated under normal conditions of use. If ventilation is inadequate, suitable respiratory protection must be worn.

9. Physical and chemical properties

Information on basic physical and chemical properties

Appearance	Liquid
Color	Colorless to pale yellow.
Odor	Characteristic.
pH	pH (concentrated solution): <1
Melting point	Not available.
Initial boiling point and range	100°C/212°F
Flash point	Not available.
Evaporation rate	< 1
Flammability (solid, gas)	N/A-liquid
Vapor pressure	Not available.
Vapor density	> 1
Relative density	1.11 @ 15.5°C/60°F
Solubility(ies)	Completely soluble in water.
Partition coefficient	Not available.
Auto-ignition temperature	Not available.
Decomposition Temperature	Not available.
Viscosity	Not available.
Explosive properties	Not available.
Explosive under the influence of a flame	Not considered to be explosive.
Oxidizing properties	Not available.

10. Stability and reactivity

Acid Magic® Advanced Formula

Reactivity	Not reactive under normal conditions.
Stability	Stable under the prescribed storage conditions.
Possibility of hazardous reactions	Reacts with carbon steel, aluminum, and cooper. Aldehydes and epoxides in the presences of HCl will cause hazardous polymerization.
Conditions to avoid	Avoid exposure to high temperatures or direct sunlight. Avoid freezing.
Materials to avoid	Alkalis. Strong oxidizing agents. Acetic anhydride. Oleum. Amines. Vinyl acetate. Cyanides. Chlorine bleach.
Hazardous decomposition products	HCl gas evolved from heating; hydrogen gas evolved by reaction.

11. Toxicological information

Information on toxicological effects

Acute toxicity - oral

ATE oral (mg/kg) 4,426.63

Acute toxicity - inhalation

ATE inhalation (vapours mg/l) 14.76

Toxicological information on ingredients.

Hydrochloric Acid

Acute toxicity - oral

Acute toxicity oral (LD₅₀ mg/kg) 900.0

Species Rabbit

ATE oral (mg/kg) 900.0

Acute toxicity - inhalation

ATE inhalation (vapours mg/l) 3.0

Carcinogenicity

IARC carcinogenicity IARC Group 3 Not classifiable as to its carcinogenicity to humans.

Citric Acid

Acute toxicity - oral

Acute toxicity oral (LD₅₀ mg/kg) 10,000.0

Species Rat

ATE oral (mg/kg) 10,000.0

Acute toxicity - dermal

Acute toxicity dermal (LD₅₀ mg/kg) 20,000.0

Species Rabbit

Acid Magic® Advanced Formula

ATE dermal (mg/kg) 20,000.0

12. Ecological information

Ecotoxicity	An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
<u>Persistence and degradability</u>	
Persistence and degradability	No data available.
<u>Bioaccumulative potential</u>	
Bio-Accumulative Potential	Not available.
Partition coefficient	Not available.
<u>Mobility in soil</u>	
Mobility	No data available.
<u>Other adverse effects</u>	
Other adverse effects	No data available. Because of the low pH of this product, it would be expected to produce ecotoxicity upon exposure to aquatic systems and aquatic organisms. Most aquatic species do not tolerate pH lower than 5.5 for any extended period.

13. Disposal considerations

Waste treatment methods

General information	The generation of waste should be minimized or avoided wherever possible. Restrict access to spill area. Ventilate area. For large spills: Absorb with inert material. Neutralize spilled material with crushed limestone, slaked lime (calcium hydroxide), soda ash (sodium carbonate) or sodium bicarbonate. After removal, flush contaminated area thoroughly with water. Do not allow runoff to sewer, waterway or ground. Final CERCLA RQ: 5000 lbs
Disposal methods	Dispose of contents/container in accordance with national regulations. Dispose of contents/container in accordance with regional regulations. Dispose of contents/container in accordance with local regulations. Avoid the spillage or runoff entering drains, sewers or watercourses.

14. Transport information

UN Number

UN No. (IMDG)	1760
UN No. (ICAO)	1760

UN proper shipping name

Proper shipping name (TDG)	LIMITED QUANTITY
Proper shipping name (IMDG)	CORROSIVE LIQUID, N.O.S. (Hydrochloric Acid), 8, PG III
Proper shipping name (ICAO)	CORROSIVE LIQUID, N.O.S. (Hydrochloric Acid), 8, PG III
Proper shipping name (DOT)	LIMITED QUANTITY

Transport hazard class(es)

IMDG Class	8
ICAO class/division	8

Packing group

Acid Magic® Advanced Formula

IMDG packing group III

ICAO packing group III

Environmental hazards

Environmentally Hazardous Substance

No.

Special precautions for user

EmS F-A, S-B

DOT reportable quantity RQ: Hydrogen chloride (24592.3813 lbs)

Transport in bulk according to Not applicable.

Annex II of MARPOL 73/78

and the IBC Code

15. Regulatory information

US Federal Regulations

SARA Section 302 Extremely Hazardous Substances Tier II Threshold Planning Quantities

The following ingredients are listed:

Hydrochloric Acid

CERCLA/Superfund, Hazardous Substances/Reportable Quantities (EPA)

The following ingredients are listed:

Hydrochloric Acid

SARA Extremely Hazardous Substances EPCRA Reportable Quantities

The following ingredients are listed:

Hydrochloric Acid

SARA 313 Emission Reporting

The following ingredients are listed:

Hydrochloric Acid

Malic Acid

CAA Accidental Release Prevention

The following ingredients are listed:

Hydrochloric Acid

SARA (311/312) Hazard Categories

Reactivity

Acute

Chronic

OSHA Highly Hazardous Chemicals

The following ingredients are listed:

Hydrochloric Acid

US State Regulations

California Air Toxics "Hot Spots" (A-I)

The following ingredients are listed:

Hydrochloric Acid

Acid Magic® Advanced Formula

California Directors List of Hazardous Substances

The following ingredients are listed:

Hydrochloric Acid

Massachusetts "Right To Know" List

The following ingredients are listed:

Hydrochloric Acid

Rhode Island "Right To Know" List

The following ingredients are listed:

Hydrochloric Acid

Minnesota "Right To Know" List

The following ingredients are listed:

Hydrochloric Acid

New Jersey "Right To Know" List

The following ingredients are listed:

Hydrochloric Acid

Pennsylvania "Right To Know" List

The following ingredients are listed:

Hydrochloric Acid

Inventories

Canada - DSL/NDSL

DSL

US - TSCA

All the ingredients are listed or exempt.

16. Other information

Revision date	9/14/2022
Revision	8
Supersedes date	6/6/2022
SDS No.	INDUSTRIAL-USA-I08
Hazard statements in full	H290 May be corrosive to metals. H314 Causes severe skin burns and eye damage. H318 Causes serious eye damage. H332 Harmful if inhaled. H335 May cause respiratory irritation.
NFPA - health hazard	Extremely hazardous, serious injury. (3)
NFPA - flammability hazard	Will not burn. (0)
NFPA - instability hazard	Normally stable. (0)

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is, to the best of the company's knowledge and belief, accurate and reliable as of the date indicated. However, no warranty, guarantee or representation is made to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability of such information for his own particular use.

< Business Lookup

License Information:

New searchBack to results

Entity name:

ORCA PACIFIC, INC.

Business name:

ORCA PACIFIC, INC.

Entity type:

Profit Corporation

UBI #:

601-885-566

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

280 44TH ST NW
AUBURN WA 98001-1756

Mailing address:

280 44TH ST NW
AUBURN WA 98001-1756

Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Auburn General Business	BUS-25363			Active	Jun-30-2025	Sep-14-2022
Bellingham General Business	051425			Active		Mar-28-2013
Bremerton General Business - Non-Resident	32115			Active	Jun-30-2025	Jan-01-2016
Covington General Business - Non-Resident				Active	Jun-30-2025	Mar-04-2022
Federal Way General Business - Non-Resident	11-105110-00-BL			Active	Jun-30-2025	Dec-27-2011
Issaquah General Business - Non-Resident				Active	Oct-31-2025	Oct-16-2024
Lacey General Business - Non-Resident	26715			Active	Jun-30-2025	Apr-28-2016
SeaTac General Business - Non-Resident				Active	May-31-2026	May-09-2025
Sedro Woolley General Business - Non-Resident				Active	Jun-30-2025	Apr-20-2020
Spokane General Business - Non-Resident				Active	May-31-2026	May-07-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KIMURA, AARON	
LEE, ANGELA	

Registered Trade Names

Registered trade names	Status	First issued
PACIFIC COAST DISTRIBUTION	Active	Oct-18-2024

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Consent**Date Rec'd**

5/12/2025

Clerk's File #

OPR 2023-0686

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

IPWQ 5891-23

Contact Name/Phone

DAVID PAINE 625-6540

Requisition #

CR 27540

Contact E-Mail

DPAINE@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 CONVEYOR BELT SERVICES

Agenda Wording

Contract renewal 1 of 2 with Applied Industrial Technologies (Spokane, WA) for the as-needed purchase and installation of conveyor belts at the Waste to Energy Facility from July 1, 2025 through June 30, 2026 and a cost not to exceed \$170,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility operates continuously incinerating refuse. The resulting ash is transported throughout the facility by conveyors. In the event of a failure, replacement belts need to be readily available and installed quickly. On May 17, 2023, bidding closed on IPQQ 5891-23 for the as-needed purchase and installation of these conveyor belts and Applied Industrial Technologies was the only respondent. The resulting two year contract allowed for two (2) additional one-year renewals. This will be the first renewal.

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?

Not applicable

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

Not applicable.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 170,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a routine repair and maintenance supply and service expense that is planned for annually in the Solid Waste Disposal budget.			
Amount		Budget Account	
Expense	\$ 170,000.00	#	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		
Distribution List			
Jason Vasquez, jvasquez@applied.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	



CITY OF SPOKANE
CONTRACT RENEWAL
1 of 2
Title: CONVEYOR BELT SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **APPLIED INDUSTRIAL TECHNOLOGIES, INC.**, whose address is 301 North Fancher Road, Spokane, Washington, 99212 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Conveyor Belt Purchase, Installation and Repair at the Waste to Energy Facility; and

WHEREAS, the original Contract provided for two (2) additional one-year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 16, 2023 and September 7, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.

This Contract Renewal shall become effective on July 1, 2025, and end on June 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00)**, plus applicable tax, in accordance with Contractor's 2025-2026 Rates attached hereto, 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.


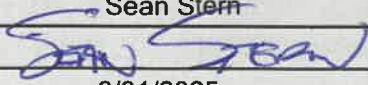
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

 <p>OPR 2023-0686 Purchase and Install of Spec'd Conveyor Feed Belts As-Needed per Applied Industrial Technologies Acknowledged Response to IPWQ 5891-23</p>		Applied Industrial Technologies			
		*As Applied Industrial Technologies Acknowledged in its PWIQ 5891-23 response:			
		*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			
		*Approved Price Adjustments shall remain unchanged for at least 12 months unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date. Pricing adjustments must be agreed upon by both parties. A price increase will become effective after it has been approved by the City of Spokane. Retroactive price increase adjustments will not be considered. Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.			
ITEM / SERVICE		2-Year Base Period 7/1/2023 To 6/30/2025		*First Renewal Option Period Valid from 7/1/25 To 6/30/26	
CONVEYOR BELTS		Unit Price Each		Unit Price Each	
GRIZZLY FEED CONVEYOR BELT 1		\$54,250.00		\$ 57,725.00	
GRIZZLY FEED CONVEYOR BELT 2		\$54,250.00		\$ 57,725.00	
FLY ASH TRANSFER CONVEYOR BELT		\$3,044.00		\$ 3,310.00	
FLY ASH COLLECTING CONVEYOR BELT 1		\$1,098.66		\$ 1,195.00	
FLY ASH COLLECTING CONVEYOR BELT 2		\$1,098.66		\$ 1,195.00	
BELT REPAIR SERVICES		Est Hrs., More Or Less, That Could Be Incurred During A 12-Month Period For Belt Repairs			
Description	Estimated Hours, More Or Less, That Could Be Incurred During A 12-Month Period For Belt Repairs	Hourly Rate	Extended Total	Hourly Rate	Extended Total
Straight Time Hourly Rate	10	\$214.00	\$2,140.00	\$ 220.00	\$ 2200.00
Time and a Half Rate	10	\$321.00	\$3,210.00	\$ 330.00	\$ 3300.00
Double Time Rate	3	\$428.00	\$1,284.00	\$ 441.00	\$ 1323.00
Emergency Time Hourly Rate	5	\$321.00	\$1,605.00	\$ 330.00	\$ 1650.00
Percentage Markup For Parts/Material		TBD		TBD	
Other Cost To Be Incurred for Belt Repair		TBD		TBD	
BELT CHANGE OUT SERVICES GRIZZLY FEED CONVEYOR BELT		Cost Per Service		Cost Per Service	
Scheduled Belt Change Out, Bidder		2 Weeks		2 Weeks	
Scheduled		\$9,662.00		\$ 9961.00	
Unscheduled		\$9,662.00		\$ 9961.00	
BELT CHANGE OUT SERVICES FLY ASH TRANSFER CONVEYOR BELT		Cost Per Service		Cost Per Service	
Scheduled Belt Change Out, Bidder Request Advance Notice of:		2 Weeks		2 Weeks	
Scheduled		\$3,658.54		\$ 3772.00	
Unscheduled		\$3,658.54		\$ 3772.00	
BELT CHANGE OUT SERVICES FLY ASH COLLECTING CONVEYOR BELT		Cost Per Service		Cost Per Service	
Scheduled Belt Change Out, Bidder		2 Weeks		2 Weeks	
Scheduled		\$3,658.54		\$ 3772.00	
Unscheduled		\$3,658.54		\$ 3772.00	
Mr. Sean Stern General Manager PH 509-535-2955 SSTERN@APPLIED.COM		NAME		Sean Stern	
		SIGNATURE			
		DATE		3/31/2025	

< Business Lookup

License Information:

New searchBack to results

Entity name:APPLIED INDUSTRIAL TECHNOLOGIES, INC.

Business name:APPLIED INDUSTRIAL TECHNOLOGIES MS09

Entity type:Profit Corporation

UBI #:601-119-576

Business ID:001

Location ID:0015

Location:Active

Location address:301 N FANCHER RD
SPOKANE VALLEY WA 99212-0831

Mailing address:TAX DEPT MS 30/412
PO BOX 6925
CLEVELAND OH 44101-2193

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
Spokane General Business - Non-Resident	T12022794BUS			Active	Oct-31-2025	Oct-15-2012
Spokane Valley General Business				Active	Oct-31-2025	Aug-22-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CIESLAK, RYAN	
PLOETZ, JON S.	
SCHRIMSHER, NEIL A	
WELLS, DAVID K	

Registered Trade Names

Registered trade names	Status	First issued
APPLIED INDUSTRIAL TECHNOLOGIES	Active	Dec-15-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/4/2025 9:57:15 AM

Don't see what you expected?
Check if your browser is supported



OPR 2023-0686

OPR 2020-0485

OPR 2019-1067

APPLIIND2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR 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
Commercial Lines - (404) 923-3700
USI Insurance Services LLC
1 Concourse Parkway NE, Suite 700
Atlanta, GA 30328

INSURED
Applied Industrial Technologies, Inc.
One Applied Plaza
Euclid Avenue at 36th Street
Cleveland OH 44115

RECEIVED

JUN 05 2024

CITY CLERK'S OFFICE

CONTACT NAME: Christina McMahan
PHONE (A/C, No, Ext): 470-377-8722 **FAX (A/C, No):** 610-537-1929
E-MAIL ADDRESS: christina.mcmahan@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property and Casualty Ins. Co.	20699
INSURER C: ACE Fire Underwriters Ins. Co.	20702
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15855703

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			XSL G47301038	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	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			ISA H10692167	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ \$10,000			XEU G72524470 004	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C50676109 (AOS)	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCF C50676146 (WI)	06/01/2024	06/01/2025	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

The City of Spokane is included as additional insured on the general liability, where required by contract per policy terms and conditions, but only as respects to the products and/or operations, and only to the extent of negligence of Applied Industrial Technologies, Inc.

CERTIFICATE HOLDER

City 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

Paul B. Blum

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ACORD 25 (2016/03)



CYB01A29/001052/02/05/0/0/0/0



ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Applied Industrial Technologies, Inc.			Endorsement Number 19
Policy Symbol XSL	Policy Number G47301038	Policy Period 06/01/2024 to 06/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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 And Retained Limit:

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.

Authorized Representative



Certificate of Insurance Attachment



Insured:

Applied Industrial Technologies, Inc.
One Applied Plaza Cleveland, OH
44115-5022

US subsidiaries of Applied Industrial Technologies, Inc.

A&H Fluid Technologies, Inc.	Bearings Pan American, Inc.
Advanced Control Solutions & Automation, Inc.	Carolina Fluid Components, LLC
Air Draulics Engineering Co.	Cangro Industries, LLC
AIT International Inc.	DTS Fluid Power, LLC
AIT Receivables, LLC	ESI Acquisition Corporation (d/b/a Engineered Sales, Inc., ESI Power Hydraulics, and Applied Engineered Systems)
Applied Automation, Inc. (dba Automation, Inc.)	FCX Performance, Inc.
Applied Bearing Distributors, LLC	Fluid Power Sales
Applied Fluid Power Holdings, LLC	FluidTech, LLC
Applied Industrial Technologies - CA LLC	Gibson Engineering Company, Inc.
Applied Industrial Technologies - Capital, Inc.	HUB Industrial Supply, Inc.
Applied Industrial Technologies - Dixie, Inc	HydroAir Hughes, LLC
Applied Industrial Technologies - PA LLC	HyQuip, LLC
Applied Industrial Technologies - PACIFIC LLC	Olympus Controls Corp.
Applied Maintenance Supplies & Solutions, LLC	Power Systems AHS, LLC
Applied US Energy - Oklahoma, LLC	R.R. Floody Company, Inc
Applied US Energy, Inc.	S. G. Morris Co., LLC
Applied US, L.P.	Sentinel Fluid Controls, LLC
Atlantic Fasteners Co., LLC	Spencer Fluid Power, Inc
Bay Advanced Technologies, LLC	Texas Oilpatch Services, LLC
Bearing Sales & Services, Inc.	

Foreign subsidiaries of Applied Industrial Technologies, Inc.

AIT Canada, ULC	Applied Northern Holdings, ULC
AIT Holding Corp.	Applied Nova Scotia Company
Applied Australia Holdings Pty Ltd	Bay Advanced Technologies Singapore Pte Ltd.
Applied Canada Holdings, ULC	BER International, Inc.
Applied Industrial Technologies Canada, ULC	Disenos Construcciones y Fabricaciones Hispanoamericans, S.A. (DICOFASA)
Applied Industrial Technologies Limited	Rafael Benítez Carrillo Inc.
Applied Industrial Technologies Pty Ltd	Seals Unlimited (1976) Incorporated
Applied Industrial Technologies, LP	Seals Unlimited Holding Co., Inc.
Applied Mexico Holdings, S.A. de C.V.	VYCMEX Mexico, S.A. de C.V.
Applied Mexico, S.A. de C.V	



Trade Names of Applied Industrial Technologies, Inc. and its subsidiaries



Advance Motions Systems	Ira Pump & Supply
Air and Hydraulics Engineering	Kent Fluid Power
Air Draulics	King Bearing
Air-Hydraulic Systems	Knox Oil Field Supply
Applied Engineered Systems	Mark Hydraulic
Applied MSS	MilRoc Distribution
Automation Inc	Minnesota Bearing Co.
Batesville Bearings	North Coast Instruments
Bay Pneumatics	Pacific Air Technologies
Collars and Couplings	PumpServe
Dees Fluid Power	PureServe
Elect Air	Reliance Industrial Products
Engineered Sales, Inc.	South Carolina State TM Filing
ESI Power Hydraulics	TOPS
Hydra Gear	Woodward Steel
HydroAir Dees	



Commercial Lines - (404) 923-3700
USI Insurance Services LLC
1 Concourse Parkway NE, Suite 700
Atlanta, GA 30328



CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3301

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Passcode: 2864D52F

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Consent**Date Rec'd**

5/12/2025

Clerk's File #

OPR 2025-0394

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

RFP 6327-25

Contact Name/Phone

DAVID PAINE 625-6878

Requisition #

MASTER

Contact E-Mail

DPAINE@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**

4490 MASTER CONTRACT FOR OIL AND ANTIFREEZE RECYCLING SERVICES

Agenda Wording

Five year master contract award to Graymar Environmental Services, LLC. (Moses Lake, WA) for recycling services of used oil and antifreeze, oil-water separation and trenching services, for use by various departments from July 1, 2025 through June 30, 2030 and a total cost not to exceed \$500,000.00 plus tax.

Summary (Background)

Multiple city departments require professional services for the disposal of used oil and antifreeze as well as oil-water separation and trenching. On April 14, 2025, bidding closed on RFP 6327-25 for these services and Graymar Environmental Services was selected as the most qualified respondent.

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?

Not applicable.

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

Not applicable.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 500,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a Master contractual services expenditure for use by multiple departments.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 500,000.00	#	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?			
Yes			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	NECHANICKY, JASON
<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>			
Michael Gray, mgray@graymarenv.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



City of Spokane

MASTER PERSONAL SERVICE AGREEMENT

Title: **RECYCLING SERVICES OF USED OIL
AND ANTIFREEZE, OIL-WATER SEPARATOR
AND TRENCHING SERVICES**

This Master Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GRAYMAR ENVIRONMENTAL SERVICES, LLC**, whose address is 601 South Pioneer Way, #F218, Moses Lake, Washington 98837 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide **As-Needed Recycling Services of Used Oil and Used Antifreeze, Oil-Water Separator and Trenching Services**, in accordance with RFP 6327-25, and Company's Response, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2025, and shall run through June 30, 2030, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall not exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, plus applicable tax, payable in accordance with the Cost Proposal from Exhibit B, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to for payment to the requesting department. **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.

3. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

4. 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.

5. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

6. INDEMNIFICATION.

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

7. INSURANCE.

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

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.

(Include verbiage if no Worker's Comp: **The Instructor states they are a sole proprietor or partnership with no employees and; therefore, are not required to have proof of Workers' Compensation Coverage. Contractor will provide proof of Workers' Compensation coverage if their status changes.**)

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

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$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.

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.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as

otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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).

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. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**GRAYMAR ENVIRONMENTAL
SERVICES, 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 Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company’s Response to RFP 6327-25

25-103

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.

<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

Bid Response Summary

Bid Number RFP 6327-25

Bid Title Recycling Services of Used Oil and Used Antifreeze, Oil-Water Separator and Trenching Services, As Needed For Five Years

Due Date Monday, April 14, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding

Company GrayMar Environmental Services, Inc.

Submitted By Patricia Doss - Monday, April 14, 2025 6:22:54 AM [(UTC-08:00) Pacific Time (US & Canada)]

pdoss@graymarenv.com 5097704456

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER INFORMATION			
	1	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Tyson Hurst, General Manager (Spokane Branch) Mobile: (509) 601-0655 E-Mail: THurst@graymarenv.com
	2	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Michael Gray, CEO / President Mobile: (509) 770-4456 E-Mail: MGray@graymarenv.com
	3	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 Bidder 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 Bidder 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.	I Agree and Acknowledge
	3.1	Enter City of Spokane Business Registration Number	604160176
PROPOSER ACKNOWLEDGMENTS AND DOUCUMENTS			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1

2	Proposer agrees and acknowledges that RFP 6327-24 Bid Document (Addendum 1, 4/2/2025) located in the "Documents Tab" and all related information has been read and understood.	I Agree and Acknowledge
2.1	Proposer's Firm has a current EPA/state ID number.	I Agree and Acknowledge
2.2	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	I Agree and Acknowledge
2.3	EXCEPTIONS: If you took exceptions to any of the above explain here what you are taking exception to.	N/A
3	Proposer agrees and acknowledges compliance with Terms and Conditions applicable to this RFP, are set forth in the RFP document, pages 12-16 (Attachment 1). Should Proposer's selected response be: "AGREED WITH EXCEPTION IDENTIFIED", 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.	AGREED AND ACKNOWLEDGED
3.1	EXCEPTION: If you took exception to above, upload here "Exception to Terms and Conditions" document here.	
3.2	Proposer must list "each" of the service types covered by its Proposal from: Recycling of Used Oil; Recycling Used Antifreeze, Oil-Water Separator and Trenching Services, and Spill Cleanup Services. Enter each service type covered by Proposal here:	Recycling of Used Oil; Recycling Used Antifreeze, Oil-Water Separator and Trenching Services, and Spill Cleanup Services (optional as this was removed from the SOW - but GrayMar can still provide as needed).
4	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
5	Upload Cover Letter Here:	GrayMar_Letter of Submittal.pdf
5.1	Upload Technical Proposal Here:	3.0 GrayMar - Technical Proposal.pdf
5.2	Upload Management Proposal Here:	4.0 GrayMar - Management Proposal.pdf
5.3	Upload Cost Proposal Here:	Spokane Used Oil Pricing_GrayMar Final 041025.pdf

6	Subcontractors. Proposer shall not award any portion of the Work to any subcontractor without the City's prior approval. The Proposer shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	No Subcontractors will be used.
6.1	Complete Subcontractor List, page 18 set forth in the RFP document, and upload here:	GrayMar_Attachment 2 - Subcontractor List.pdf
9	If you have additional information/documents to submit, upload them here.	
10	If you have additional information/documents to submit, upload them here.	
11	If you have additional information/documents to submit, upload them here.	
12	If you have additional information/documents to submit, upload them here.	
13	If you have additional information/documents to submit, upload them here.	



Letter of Submittal

April 11, 2025

City of Spokane Purchasing Department
Attention: Rick Rinderle
915 N. Nelson Street
Spokane, WA 99202
Phone: 509-625-6527

Subject: Letter of Submittal – RFP for Recycling Services of Used Oil and Used Antifreeze, Oil-Water Separator and Trenching Services, and Spill Cleanup Services

Dear Mr. Rinderle,

GrayMar Environmental Services, LLC (“GrayMar”) is pleased to submit our proposal in response to the City of Spokane’s Request for Proposal (RFP) for Recycling Services of Used Oil and Used Anti-freeze, Oil-Water Separator and Trenching Service. We appreciate the opportunity to provide our services and are confident in our ability to meet and exceed the City’s expectations.

GrayMar has all of the required permits, skilled labor, supervision, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost necessary for the proper execution and completion of specified services sought by the City. We are fully prepared to provide transportation and recycling for all of the aforementioned services for the full period of the contract, as needed for the next five (5) years.

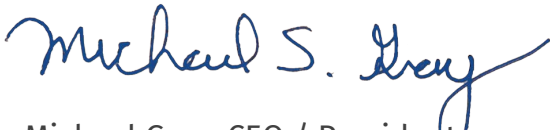
1. Firm Information:
Legal Entity: GrayMar Environmental Services, LLC
Corporate Headquarters: 601 S. Pioneer Way, F#218, Moses Lake, WA 98837
Main Point of Contact Information:
Tyson Hurst, General Manager – Spokane Branch
Phone: 509-601-0655
Email: THurst@graymarenv.com
2. Legal Status:
GrayMar Environmental Services, LLC is a Corporation and LLC.
3. Facility Location: The main servicing branch for the City of Spokane contract is located at: 11023 E. Mt. Spokane State Park Drive, Mead, WA 99021.

4. City Employees Disclosure:
GrayMar does not have any current or former employees of the City of Spokane employed by or on its governing board as of the date of this proposal or during the previous twelve (12) months.
5. Compliance with RFP Terms:
GrayMar will comply with all terms and conditions set forth in the RFP document, pp. 12-16 (Attachment 1).

This Letter of Submittal is signed and dated by an individual authorized to legally bind GrayMar to a contractual relationship with the City of Spokane. Please do not hesitate to contact us should you require any additional information or clarification regarding our proposal.

We look forward to winning your business and servicing the City of Spokane.

Sincerely,



Michael Gray, CEO / President
GrayMar Environmental Services, LLC
Email: MGray@graymarenv.com
Corporate Headquarters
601 S. Pioneer Way, F#218
Moses, Lake WA 98837

Tyson Hurst, General Manager (*Main POC*)
GrayMar Spokane Branch
11023 E. Mt. Spokane State Park Drive
Mead, WA 99021
Mobile: (509) 601-0655
E-Mail: THurst@graymarenv.com

Diane White, Proposal Manager
Corporate Headquarters
Mobile: (720) 616-0550
E-Mail: DWhite@graymarenv.com

City of Spokane

Technical Proposal

Due: April 17, 2025



A Full Service, Value-Added Environmental Service Provider



Prepared For:

Rick Rinderle
City of Spokane
Purchasing Department
915 N. Nelson Street
Spokane, WA 99202
509-625-6527

Submitted By:

Tyson Hurst, General Manager
GrayMar Environmental Services, LLC
Spokane Branch
601 S. Pioneer Way, F#218
Moses Lake, WA 98837
509-601-0655
THurst@graymarenv.com

TECHNICAL PROPOSAL

GrayMar's approach to the Recycling Services of Used Oil and Used Antifreeze, Oil-Water Separator and Trenching Services, is rooted in experience, regulatory compliance, environmental stewardship, and customer satisfaction. We are confident in our ability to meet and exceed the City of Spokane's expectations and look forward to the opportunity to serve the City.

3.1 Project Approach / Methodology

GrayMar Environmental Services understands the critical importance of providing comprehensive, reliable, and environmentally responsible solutions for the City of Spokane. Our approach integrates decades of industry experience, a deep understanding of the project's objectives, and a commitment to regulatory compliance and environmental responsibility. Below is a detailed description of our proposed methodology for delivering the requested services efficiently, safely, and sustainably.

1. Project Understanding and Objectives

GrayMar recognizes that the City of Spokane requires consistent and dependable services across multiple facilities, including:

- Recycling of Used Oil and Used Antifreeze
- Oil-Water Separator Pump-Out and Trenching Services

GrayMar's goal is to always ensure all services are provided in compliance with federal, state, and local regulations while maintaining a focus on environmental responsibility, safety, and the highest quality standards.

2. Project Methodology

A. Recycling Services for Used Oil and Used Antifreeze

GrayMar will provide safe and efficient transportation, recycling, and disposal of Used Oil and Used Antifreeze from the City of Spokane's Fleet Service Center, Broadway Fuel & Wash Stations, COS WTEF, Riverside Park Water Reclamation Facility, and Wastewater Sewer Department. Our methodology includes:

- **Scheduled Pickups:** Pickups will be scheduled in advance in a mutually agreeable time, ensuring minimal disruption to the City's operations.

GrayMar's flexible scheduling system allows us to adjust to fluctuating volumes and specific time requirements.

- **Transportation and Disposal:** All used oil and antifreeze will be transported using fully equipped trucks in compliance with 49 CFR Parts 171-180 and WAC 173-350-360(6). Our fleet is fitted with spill containment systems and is regularly maintained to ensure vehicles are in excellent working condition.
- **Environmental Compliance:** We maintain a valid EPA/state ID number, and our team is trained in hazardous materials management. We strictly adhere to regulations for proper shipping paper management, load security, and personnel safety. All transportation documentation will be provided to the City before transporting liquids.
- **Recycling Process:** GrayMar will recycle the used oil and antifreeze at certified and environmentally responsible recycling facilities. Our processes ensure that the oil and antifreeze are processed and disposed of safely, with a focus on reducing waste and promoting reuse.

B. Oil-Water Separator Pump-Out and Trenching Services

GrayMar will manage the pumping and disposal of oil-water separator materials and provide trenching services across the City's multiple locations (Fleet Service Center, Broadway Fuel & Wash Stations, COS WTEF, Riverside Park Water Reclamation Facility). Our approach includes:

- **Scheduled Pump-Outs:** Oil-water separator pump-outs will occur every six months at Fleet Service Center, as well as quarterly at Broadway Fuel & Wash Stations. Services will be performed at mutually agreeable times.
- **Trenching Services:** Annual trenching services will be scheduled in advance at Fleet Service Center and Broadway Fuel & Wash Stations. GrayMar's highly trained technicians will safely execute all trenching tasks, ensuring minimal disruption and full compliance with environmental standards.
- **Oil-Water Separator and Trenching Equipment:** Our trucks are equipped with the latest technology to efficiently pump out the separators and manage trenching services. Each vehicle is checked for proper operation, and the team ensures that all cleanup materials, including absorbent and containment tools, are on-site during the job.

C. Spill-Cleanup Services (*Optional - Removed from RFP*)

GrayMar will provide prompt and professional spill-cleanup services across the City's locations, including both scheduled and emergency response scenarios. Our methodology for spill cleanup includes:

- **Preparedness and Rapid Response:** In the event of a spill, GrayMar's team is equipped to respond immediately. All of our trucks are stocked with necessary

spill containment and cleanup materials, ensuring that we can manage spills efficiently and safely.

- **Trained Personnel:** Our drivers and technicians are equipped with the appropriate personal protective equipment (PPE), including safety boots, hard hats, high-visibility vests, and safety glasses. Each member of the team undergoes regular training to handle spills in compliance with EPA and state regulations.
- **Documentation and Reporting:** GrayMar will document all spill incidents accurately, ensuring compliance with reporting requirements. A signed copy of all shipping papers and detailed reports of each spill response will be provided to the City for records.

D. Testing for Contaminants (PCBs, Chlorinated Compounds, etc.)

GrayMar understands the importance of conducting thorough testing of materials for contaminants such as Polychlorinated Biphenyls (PCBs) or chlorinated compounds when necessary. Our methodology for testing includes:

- **Pre-emptive Testing:** Before transporting used oil or antifreeze that may be potentially contaminated, GrayMar will conduct testing as needed, particularly for materials collected at COS WTEF's HHW collection area. We will ensure that the waste is thoroughly assessed for contaminants like PCBs before recycling or disposal.
- **Ongoing Monitoring:** Our team will work with certified laboratories to conduct any necessary analyses and provide the City with detailed reports on the findings. This includes both routine checks and testing as required by the City.

3. Environmental Responsibility

At GrayMar, environmental sustainability is at the core of our operations. We ensure that all collected materials are managed responsibly, recycling where possible and following proper disposal protocols. Our team actively seeks to minimize environmental impact by:

- Using eco-friendly methods for waste management
- Ensuring that all recycling processes meet or exceed industry standards
- Incorporating green technologies into our operations wherever feasible

4. Compliance and Regulatory Adherence

GrayMar will comply with all applicable federal, state, and local regulations, including those specified in the RFP (e.g., 49 CFR, WAC 173-350-360(6)). This includes:

- Possessing and maintaining the necessary licenses and certifications

- Ensuring all vehicles are equipped with the required placards and spill containment materials
- Providing copies of required licenses, certifications, and documentation to the City as requested

5. Communication and Coordination with the City

GrayMar is committed to maintaining open lines of communication with the City of Spokane throughout the contract period. We will:

- Coordinate regularly with City staff to schedule and confirm service times
- Provide timely updates in case of any changes in scheduling or unforeseen delays
- Respond promptly to any inquiries or issues raised by City personnel

6. Quality Assurance and Continuous Improvement

To ensure the highest standards of service, GrayMar employs a rigorous quality assurance program that includes:

- Regular vehicle inspections and equipment maintenance
- Comprehensive staff training and certification
- Continuous evaluation and improvement of service delivery based on feedback from the City

Recovered Oil & Antifreeze - Everything GrayMar will pick up and transfer will be transported to our trusted used oil collector and recycler:

Oil Re-Refining Company, Inc. (Orrco)



Address: 4150 N Suttle Road, Portland, OR 97217

Tel: (503) 286-8352

Orrco is a trusted name in the oil recycling industry. They are experienced, innovative, and dedicated to the proper handling of used oil products.

All of ORRco's operations follow a structured methodology in accordance with EPA, DEQ, permit and internal requirements.

Orrco excels at continuous quality improvements. These have resulted in Orrco's ability to perform both conventional oil recycling, de-watering and reformulating along with state-of-the-art refining to produce base oils. Orrco has been a dedicated recycling facility partner of GrayMar since GrayMar's inception.

(<https://www.orrcorecycles.com/about-orrco/#re-refinery-operations-content>)

Solids – All solids will be collected and consolidated on site in a 20yd3 hardtop rolloff container and be transported (when at on-road capacity) to:

WM – Graham Road Facility



Address: 1820 S Graham Rd., Medical Lake, WA 99022

Tel: (866) 676-7150

Serving Eastern Washington and Northern Idaho, Graham Road Recycling and Disposal provides area businesses, industries, and the public with professional disposal services that are safe and convenient. This site is engineered with overlapping environmental protection systems that meet or exceed rigorous government regulations and are subject to highly regulated monitoring and reporting requirements. This "limited purpose" facility accepts primarily construction and demolition debris, industrial waste, and special waste; it does not accept municipal solid waste (household waste) or hazardous waste.

(<https://www.wmnorthwest.com/landfill/grahamroad/>)

3.2 GRAYMAR WORK PLAN

GrayMar's commitment to excellence in service, safety, and environmental responsibility ensures that we are well-positioned to deliver the Recycling Services of Used Oil and Used Antifreeze, Oil-Water Separator and Trenching Services, and Spill Cleanup Services for the City of Spokane. We look forward to partnering with the City to maintain the highest standards of service throughout the duration of this contract.

By providing reports in a timely and organized manner, GrayMar ensures that the City of Spokane will have accurate records for waste management and compliance, contributing to effective environmental stewardship and facilitating transparent communication between our teams.

Project Overview

GrayMar is committed to providing the City of Spokane with high-quality, reliable, and environmentally responsible services as outlined in RFP 6327-25. Our work plan focuses on the following areas:

- Recycling of Used Oil and Used Antifreeze
- Oil-Water Separator Pump-Out and Trenching Services
- Spill Cleanup Services

We have the expertise and resources necessary to perform these services in compliance with all regulatory requirements, ensuring efficiency, safety, and environmental stewardship. The following details outline our approach to each service, the required involvement of City staff, and creative solutions we will implement to ensure the successful completion of this project.

1. Recycling of Used Oil and Used Antifreeze

Service Overview: GrayMar will transport, recycle, and dispose of Used Oil and Used Antifreeze from multiple locations including the Fleet Service Center, Broadway Fuel & Wash Stations, COS WTEF, Riverside Park Water Reclamation Facility, and Wastewater Sewer Department.

Work Plan Details:

- **Scheduled Pickups:** Pickup times will be scheduled in advance with the City to ensure minimal disruption. Our scheduling system is flexible to accommodate the varying volumes at each location.

- **Testing and Verification:** We will conduct testing on both used oil and used antifreeze to verify the presence of contaminants such as chlorinated compounds or Polychlorinated Biphenyls (PCBs). This will be especially important for materials collected at the COS WTEF HHW collection area. If contaminants are detected, GrayMar will manage the appropriate disposal procedures in accordance with regulations.
- **Transportation & Documentation:** All transported materials will be documented using the appropriate shipping papers as per 49 CFR Parts 171-180 and WAC 173-350-360(6). A signed copy of the shipping paper will be provided to the City before transporting any liquids.
- **Disposal of Non-Usable Side Streams:** If any of the collected used oil or antifreeze is deemed non-recyclable due to contamination, GrayMar will ensure the proper disposal of such non-usable side streams at certified hazardous waste disposal facilities.

Required Involvement of City Staff:

- **Scheduling:** City staff will need to confirm and coordinate pickup times for the used oil and antifreeze collection. This will help ensure that the services do not interfere with the City's operations.
- **Access to Locations:** City staff will assist in providing access to the various facilities for service execution.

2. Oil-Water Separator Pump-Out and Trenching Services

Service Overview: GrayMar will perform oil-water separator pump-outs and trenching services for the City of Spokane. These services will be conducted at the Fleet Service Center, Broadway Fuel & Wash Stations, and other identified City locations.

Work Plan Details:

- **Scheduled Pump-Outs:** Oil-water separator pump-outs will be scheduled every six months for the Fleet Service Center and every two months for Broadway Fuel & Wash Stations. Service frequency may vary depending on actual needs.
- **Trenching Services:** GrayMar will provide annual trenching services for both the Fleet Service Center and Broadway Fuel & Wash Stations, with additional trenching services available as needed.

- Environmental Safety and Compliance: We will perform all work in strict compliance with applicable regulations, including 49 CFR Parts 171-180 and WAC 173-350-360(6). All materials will be transported and disposed of safely, with a focus on maintaining environmental integrity.
- Oil-Water Separator and Trenching Equipment: Our trucks will be equipped with state-of-the-art pumps and trenching equipment to perform these services efficiently. Our vehicles will also carry spill containment and cleanup materials to ensure immediate response in case of an accident.

Required Involvement of City Staff:

- Scheduling: City staff will assist with scheduling and confirming the exact service dates for both the pump-out and trenching services.
- Location Access: City staff will ensure GrayMar personnel have access to the facilities and necessary utilities.

4. Key Personnel and Main Point of Contact

Tyson Hurst has been appointed as the General Manager of GrayMar's Spokane branch and will serve as the primary point of contact for this contract. Tyson will oversee the implementation of the services and ensure all requirements are met promptly and efficiently. He can be reached during regular City business hours for any inquiries or concerns related to the project.

- Tyson Hurst
General Manager, Spokane Branch
Phone: 509-601-0655
Email: THurst@graymarenv.com

5. Compliance and Safety

GrayMar is committed to maintaining strict compliance with all applicable local, state, and federal regulations. Our services will adhere to the following standards:

- Regulatory Compliance: We will comply with 49 CFR Parts 171-180, WAC 173-350-360(6), and all other relevant environmental and safety regulations. Our

vehicles will be properly placarded, and our personnel will be fully trained and equipped.

- Proper Shipping Paper Management: All used oil and antifreeze will be documented accurately on the appropriate shipping papers, and a signed copy will be provided to the City prior to transportation.
- Load Security: We will ensure that all materials are securely loaded, transported, and unloaded. Our fleet is equipped with secure cargo management systems to prevent any leaks or spills.
- Emergency Management: Our vehicles are equipped with spill containment and cleanup materials, and our personnel are trained in emergency response procedures.

6. Vehicle and Equipment Specifications

GrayMar's fleet will include the following vehicles, all of which will meet the highest safety and environmental standards:

- Vehicles: A full list of vehicles designated for this project will be provided, including each vehicle's capacity and equipment specifications.
- Placards and Spill Containment: Each vehicle will be equipped with necessary placards and emergency spill containment materials.
- PPE: All GrayMar drivers and technicians will wear the required PPE, including safety toed boots, high-visibility vests, safety glasses, hard hats, and gloves.

Creative Approaches and Solutions

In addition to meeting all basic requirements, GrayMar will employ the following creative approaches to enhance service delivery:

- Efficient Routing: We will optimize our transportation routes to minimize fuel use and reduce emissions, contributing to both cost savings and environmental responsibility.

- Advanced Reporting: We will provide digital access to all service reports, allowing City staff to track pickup schedules, waste volumes, and contamination testing results in real time.
- On-Demand Services: We will offer flexible scheduling for emergency spill cleanup and unscheduled waste pickup services, ensuring that the City always has access to necessary resources when needed.

End-of-Year Annual Disposal Quantity Reports

As part of our commitment to transparency and regulatory compliance, GrayMar will provide the City of Spokane with detailed End-of-Year Annual Disposal Quantity Reports. These reports will ensure that the City has a clear record of all materials collected, recycled, and disposed of throughout the year. Our process will be streamlined to ensure these reports are delivered in a timely manner, separated by each specific site, and meet the needs of City staff for operational and regulatory purposes.

Report Details and Structure:

1. Separation by Each Site:
Each disposal quantity report will be separated by the specific sites serviced by GrayMar, including but not limited to:
 - Fleet Service Center
 - Broadway Fuel & Wash Stations
 - COS WTEF
 - Riverside Park Water Reclamation Facility
 - Wastewater Sewer Department
2. This will ensure that the City will be able to track volumes of Used Oil, Used Antifreeze, Oil-Water Separator materials, and other waste per location.
3. Detailed Volume Information:
The reports will include the total volume of:
 - Used Oil and Used Antifreeze collected and recycled
 - Oil-Water Separator materials pumped and disposed of
 - Trenching service waste

- Any non-recyclable or contaminated materials that were disposed of separately

Each report will specify the date of collection, the volume of waste, and the disposal or recycling facility used. This information will also outline any exceptional circumstances, such as the need for additional testing or disposal due to contamination.

4. Report Timing and Frequency:

GrayMar will ensure that the End-of-Year Annual Disposal Quantity Reports are delivered to the City no later than January 31st of the following year, allowing sufficient time for the City to review and process the information.

5. Digital and Hard Copy Delivery:

Reports will be provided both digitally and in hard copy format. The digital format will be delivered via email or through a secure online portal, allowing the City to access and store the data easily. Hard copies will be mailed upon request, or delivered during in-person meetings, depending on the City's preference.

6. Accuracy and Quality Assurance:

Each report will undergo a rigorous internal review process to ensure the accuracy of all reported volumes and compliance with applicable regulations. GrayMar will ensure that the documentation includes any required certification or verification of disposal or recycling, along with confirmation that all regulatory requirements have been met.

7. Transparency and Accountability:

GrayMar is committed to providing the City with complete transparency regarding waste management practices. If any discrepancies or issues are identified during the year, GrayMar will provide a detailed explanation and resolve them promptly. We understand the importance of accurate documentation for regulatory purposes and strive to uphold the highest standards of accountability.

Contact for Report Coordination:

For any questions or clarifications regarding the End-of-Year Annual Disposal Quantity Reports, or for coordination of the delivery of these reports, Tyson Hurst, General Manager of GrayMar's Spokane branch, will be the primary point of contact.

- Tyson Hurst
General Manager, Spokane Branch
Phone: 509-601-0655
Email: THurst@graymarenv.com



3.3 GRAYMAR PROJECT SCHEDULE AND COMMUNICATION PLAN

To successfully execute the Recycling Services of Used Oil, Used Antifreeze, Oil-Water Separator and Trenching Services for the City of Spokane, GrayMar has developed a detailed Project Schedule. This schedule will ensure that services are delivered on time, in compliance with the City's requirements, and in a manner that minimizes disruption to City operations. Effective communication between GrayMar and the City departments will be essential to meet the City's needs, coordinate pickups, and resolve any issues that may arise during the contract period.

Project Schedule

The project schedule will be a continuous, coordinated process involving timely and clear communication between GrayMar and the City of Spokane. Through proactive planning, scheduling confirmation, and ongoing communication, GrayMar will meet the City's needs for all services provided. Tyson Hurst, as the primary contact for GrayMar's Spokane branch, will ensure that schedules are met, services are provided efficiently, and that any issues are resolved in a timely manner.

1. Project Timeline Overview

The project will span the full five-year contract term, starting June 1, 2025. Below is a general overview of the key activities and their associated timelines:

Activity	Timeline
Project Kick-off	June 2025 (Initial Meeting with City Staff)
Service Implementation (First Pickup)	June 2025
Monthly/Quarterly/Annual Pickup Scheduling	Ongoing, Coordinated on Monthly Basis
End-of-Year Disposal Reports	By January 31st of each following year
Ongoing Services & Adjustments	Continuous, Coordinated as Needed

2. Coordination of Pickup Schedules

Initial Coordination (Kick-off)

At the beginning of the contract, GrayMar will meet with the appropriate City department representatives to:

- **Review Pickup Schedules:** Review the frequency of pickups for each location, including Used Oil, Used Antifreeze, Oil-Water Separator Pump-Outs, Trenching Services, and Spill Cleanup. This includes confirming mutually agreeable times for scheduled services and understanding any seasonal or volume variations.
- **Establish Key Contacts:** Confirm key contacts at each service site and at the City's Fleet Services, COS WTEF, Riverside Park, and other relevant departments.
- **Communication Channels:** Establish clear communication channels and a centralized contact for scheduling and emergency requests. Tyson Hurst, General Manager, will serve as the primary point of contact for GrayMar, while the City will designate representatives for each service location.

Ongoing Scheduling (Monthly and Quarterly)

- **Routine Scheduling and Communication:**
GrayMar will work with City representatives to coordinate service times based on predetermined schedules. Our team will set reminders and communicate proactively with City staff about upcoming pickup times.
 - **Used Oil:** Pickups are scheduled every three weeks at the Fleet Service Center.
 - **Used Antifreeze:** Pickups are scheduled once every two months at each site.
 - **Oil-Water Separator Pump-Out:** Performed every six months at Fleet Services, every two months at Broadway Fuel & Wash Station.
 - **Trenching Services:** Conducted annually at Fleet Service Center and Broadway Fuel & Wash Stations.

GrayMar will confirm the specific dates, times, and locations for each service at least one week in advance to accommodate any scheduling adjustments needed by the City.

- **Email Confirmation System:**
Each scheduled pickup will be confirmed through an automated email system. This confirmation will include the date, time, and location of the scheduled service, along with the expected volume and any special instructions. These confirmations will be sent to designated City staff, with Tyson Hurst as the lead contact.
- **City-Requested Adjustments:**
If the City needs to adjust service times due to operational changes, GrayMar will accommodate changes whenever possible. Adjustments will be confirmed via email, ensuring clarity and transparency.

Ad Hoc or Emergency Services

- **Spill Cleanup:**
Spill cleanup services will be coordinated as needed and dispatched on a priority basis. GrayMar will respond to emergency calls for spill containment and cleanup promptly, coordinating with the City's designated contact to assess the situation and respond effectively.
- **Other Unscheduled Services:**
If there are any unplanned needs, such as additional pickups for overflows or special waste, GrayMar will make every effort to accommodate the request. City staff will contact Tyson Hurst directly for these needs, and our team will respond promptly.

3. Communication Plan

Effective and clear communication between GrayMar and the City will be critical for the smooth operation of the service. The following communication protocols will be implemented:

Regular Communication:

- **Weekly Check-ins:**
GrayMar will initiate weekly or bi-weekly email check-ins to ensure all schedules are up to date and to address any issues that may have arisen.

These emails will summarize service dates, upcoming pickups, and any changes or requests.

- **Phone Communication:**
In case of urgent matters, GrayMar will communicate with City staff via phone. Tyson Hurst will be the primary contact for the City and can be reached at 509-601-0655 for any immediate needs or issues. For less urgent matters, email communication will be preferred.
- **Monthly Reports:**
A monthly summary report will be provided to the City, detailing all services provided, volumes collected, and any special issues encountered during the month. This will help keep the City informed of service progress and ensure full transparency.

Point of Contact:

- **GrayMar's Primary Point of Contact:** Tyson Hurst, General Manager, will serve as the primary point of contact for all aspects of service. He will be responsible for ensuring that schedules are met and that all concerns raised by the City are promptly addressed.
- **City's Primary Points of Contact:** The City will designate key contacts at each of the relevant service sites (Fleet Service Center, COS WTEF, Riverside Park, etc.). These representatives will work directly with GrayMar to coordinate service times and resolve any issues related to specific locations.

Escalation Procedure:

- If any issues arise that cannot be resolved through initial communication, an escalation process will be in place:
 1. **First Level:** Tyson Hurst (GrayMar) and the designated City representative.
 2. **Second Level:** In the event the issue cannot be resolved within 48 hours, the issue will be escalated to the City's Fleet Services Manager or a higher-level official and GrayMar's Operations Manager.
 3. **Final Resolution:** The final level will involve meeting between GrayMar's Senior Management and City Officials, should any ongoing issues need resolution at a higher level.

4. Annual Review and Adjustments

At the end of each contract year, GrayMar will conduct an annual review with the City to evaluate the following:

- **Service Performance:** Assess the efficiency, effectiveness, and quality of the services provided during the year.
- **Schedule Adjustments:** Make any necessary adjustments to the schedule based on any changes in the City's needs or operational conditions.
- **Feedback:** Collect feedback from City staff to improve service and address any concerns for the upcoming year.

RELATED LEGALITIES

1. Contract Terminations for Default:

GrayMar has not had any contracts terminated for default in the last five (5) years. The company has a strong track record of fulfilling contractual obligations and meeting performance standards. We have consistently provided high-quality services on time and within the terms of all contracts. In the unlikely event that any performance issue has occurred, it has always been addressed promptly and resolved to the satisfaction of our clients.

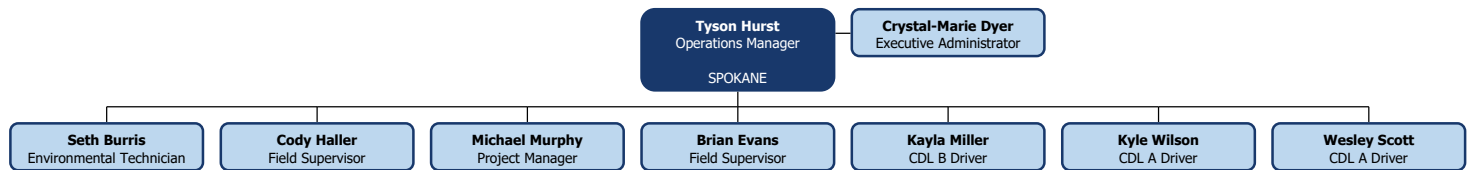
2. Details of Contract Terminations (if applicable):

Since no contract terminations for default have occurred within the past five (5) years, we have no related information or full details to submit regarding terminations for default.

GrayMar is committed to delivering high-quality services and ensuring that all contractual obligations are met. If you have any further questions regarding our past performance or legal history, please feel free to contact me for clarification.

Tyson Hurst, GM
Mobile: (509) 601-0655
E-Mail: THurst@graymarenv.com

4.0 GRAYMAR - MANAGEMENT PROPOSAL



GrayMar’s proposed team structure, experienced staff, and proven history of compliance with all applicable regulations ensures that we are well-prepared to successfully execute the Recycling Services for the City of Spokane. With Tyson Hurst leading the project, supported by a skilled team of operations and compliance experts, GrayMar will provide efficient, reliable, and environmentally responsible services throughout the duration of the contract. We are fully committed to ensuring the City’s needs are met and that the project is completed to the highest standards.

PROJECT TEAM STRUCTURE / STAFF QUALIFICATIONS / EXPERIENCE

GrayMar’s project team structure is organized to ensure efficiency, accountability, and consistent high-quality service delivery. The team will be led by experienced personnel with a robust support system in place to oversee operations and maintain compliance with all regulatory requirements. Below is an outline of the project team structure and the key roles of team members involved in this project:

4.1 Project Team Leadership and Structure:

1. Tyson Hurst, General Manager (and Main Point of Contact)

Role and Responsibilities: Tyson Hurst will serve as the Main Point of Contact (POC) for this contract. As the General Manager of GrayMar’s Spokane branch, he will have prime responsibility for ensuring the successful execution of all services outlined in the scope of work (SOW). Tyson will provide final authority on all project-related decisions and will be the primary contact for the City.

Experience: Tyson has over 15 years of experience in construction, rental equipment, and environmental services industry, including hazardous waste management, recycling, and spill response. He has led large-scale waste disposal projects for municipal and commercial clients across the western U.S.

MANAGEMENT PROPOSAL (continued)



Time Commitment: Tyson will dedicate time as needed to ensure all operational, regulatory, and customer service aspects are managed to meet the City's requirements.

Tyson's key responsibilities will include:

- Overseeing service deliverables, schedules, and City requests.
- Ensuring Team is exhibiting full compliance in regard to environmental, health, safety, and regulatory standards.
- Communicating regularly with the City of Spokane representatives and designated Stakeholders.
- Ensuring timely reporting, including end-of-year disposal / recycle quantities and other required documentation is available.
- Addressing concerns or service-related issues and resolving them promptly through KPIs, meetings, and clear communication.
- Managing a seamless, safe, and efficient operation at all City service locations.

Tyson's Qualifications & Skills:

- Communicate effectively with upper management regarding project status.
- Ensure compliance with safety regulations and company policies.
- Coordinate logistics, such as transportation and material delivery.
- Knowledge of safety regulations and compliance standards.
- Manage operational and branch budgets and control costs.
- Minimum of 8 years of experience in a field-related position.
- Strong leadership and management skills.
- Excellent organizational skills.
- Effective communication skills, both written and verbal.
- Heavy Windows, Office, Outlook/Exchange and Field Software.
- Make sure everyone is trained accordingly.
- Ensure everyone abides by Stop Work Authority.

2. Secondary Project Manager – Michael Murphy

Role and Responsibilities: Michael will act as secondary Project Manager overseeing the operations of the program. Michael will manage all Technicians and Drivers, and any other personnel involved in the physical collection and disposal / recycling of materials. Michael's key responsibilities to include:

MANAGEMENT PROPOSAL (continued)

- Coordinating logistics and ensuring all scheduled pick-ups are carried out.
- Supervising field operations to ensure compliance with safety and environmental regulations.
- Overseeing equipment and ensure PPE is available on-site.
- Conducting on-site inspections of vehicles, equipment, and personnel.
- Reporting all activities to Tyson Hurst regarding project progress and operational challenges.
- Heavy Windows, Office, Outlook/Exchange and Field Software.

Michael's Qualifications & Skills:

- Ensure compliance with safety regulations and company policies.
 - Maintain accurate records of field activities and project milestones.
 - Provide on-site training and guidance to field staff Supervisors / Technicians.
 - Implement and enforce company policies and procedures.
 - Implement and enforce company policies and procedures.
 - Collaborate with other departments to ensure project success.
 - Prepare and submit regular reports on field activities and project status.
 - Manage project budgets and control costs.
 - Strong understanding of project management principles.
 - Proficiency in using project management software.
 - Ability to multitask and manage multiple projects simultaneously.
 - Knowledge of safety regulations and compliance standards.
 - Minimum of 5 years of experience in a field-related position.
 - Ability to travel as required by the job.
 - Make sure everyone knows Stop Work Authority.
3. Environmental Compliance - Compliance and Safety Officer – Oscar Perez, Environmental Health & Safety Compliance Manager (providing Corporate Oversight and instruction):

Role and Responsibilities: Oscar will be responsible for ensuring all operations follow environmental regulations and internal safety protocols. He will oversee training and documentation related to hazardous materials, safety standards, and spill containment procedures. His key responsibilities will include:

MANAGEMENT PROPOSAL (continued)

- Ensuring compliance with all applicable federal, state, and local regulations, including 49 CFR Parts 171-180 and WAC 173-350-360(6).
- Performing regular safety audits and safety inspections of vehicles and equipment.
- Managing training programs for GrayMar's employees to ensure all personnel are adequately prepared for hazardous waste handling, spill response, and emergency management.
- Coordinating with Tyson Hurst, GM to ensure that GrayMar maintains necessary permits and certifications to perform the services required under the contract.

4. Field Supervisors - Brian Evans and Cody Haller

Role and Responsibilities: Supervisors will be responsible for team oversight; they will coordinate the activities of the field staff; ensure compliance is met throughout (prior and after) each workday. Perform daily Safety Meetings. Conduct regular inspections to monitor progress and quality assurance.

Our Field Supervisors play a crucial role in ensuring that GrayMar's field operations run smoothly and efficiently. Our Supervisors are responsible for maintaining the high standards set forth in our Safety protocol. Supervisors oversee quality and productivity and report all daily activities to the Project Manager.

Field Supervisor Responsibilities & Duties

- Oversee field operations to ensure project timelines are met.
- Supervise and coordinate the activities of field staff.
- Ensure compliance with safety regulations and company policies.
- Conduct regular site inspections to monitor progress and quality.
- Resolve any issues or conflicts that arise in the field.
- Ensure proper use and maintenance of equipment.
- Foster a positive work environment and team collaboration.

GrayMar's Field Supervisor Qualifications & Skills:

- Previous experience in a supervisory role.

- Excellent communication and interpersonal skills.
- Experience in the environmental industry.
- Strong problem-solving abilities.
- Knowledge of safety regulations and compliance standards.
- High school diploma or equivalent.
- Minimum of 5 years of experience in a field-related position.
- Strong leadership and management skills.
- Ability to work under pressure and meet tight deadlines.
- Proficiency in using basic computer software, such as Microsoft Office.
- Strong attention to detail.
- Physically fit and able to work in varying conditions.
- Ensure that all personnel involved are following the company Lock Out / Tag Out program and procedures.
- Make sure everyone knows Stop Work Authority.

5. Environmental Technicians – Seth Burris, Kyle Wilson, Kayla Miller and Wesley Scott (also cross-trained as CDL Drivers)

Field Technician - Roles and Responsibilities:

- Perform various types of physical labor including moderate to heavy lifting, standing, bending, shoveling, etc.
- Cleaning, decontamination, disinfecting, in some instances decommissioning.
- Job site preparation (equipment, tools, elimination of potential hazards).
- Knowledge and understanding / use of core equipment.
- Ability to repair and maintain equipment on site such as motors, pneumatic tools, and other field equipment.
- Sample collection with understanding of measurement and testing techniques related to environmental field sampling.
- Visual field inspections and reports to Supervisors based on field data.
- Excellent working knowledge of mechanical equipment, electrical and hydraulic systems and how they're integrated.
- 5+ years hands on experience.
- Must be willing to work overtime as needed to cover functions of the contract.
- Must be able to work safely and consider the safety of others at all times.

6. CDL Drivers – Wesley Scott, Kyle Wilson, Seth Burris and Kayla Miller (also cross-trained as Field Technicians)

Role and Responsibilities of CDL Drivers:

- Ability to drive multiple types of commercial trucks, vehicles, straight trucks, dump trucks, tractors (Class B more limited than Class A).
- Pick up goods and materials
- Safely transport materials from one location to another
- Follow traffic laws and correctly follow routing directions
- Operates their vehicle in a safe manner and remains vigilant of site & road conditions
- Verify loads for accuracy (and limits loads to safe capacity)
- Ensures equipment is serviced regularly
- Deliver as instructed
- Load and unload cargo
- Responsible for basic vehicle maintenance
- Comply with safe work practices, policies and procedures at all times
- Complete and verify paperwork for accuracy

Environmental Compliance and Internal Controls:

GrayMar implements a robust set of internal controls to ensure the highest standards of quality, safety, and compliance are met with each environmental project we undertake:

- **Documentation and Reporting:** All waste disposal will be properly documented using appropriate shipping papers. Copies of signed shipping papers will be provided to the City before transporting any collected materials. All data related to service delivery, including volumes, types of materials, and service dates, will be logged and available for review.

- **Regular Audits and Inspections:** GrayMar's Compliance team will perform regular audits of both field operations and office records to ensure ongoing adherence to all regulatory requirements and internal safety standards.
- **Training Records and Certification:** All personnel involved in the project will be regularly trained in the latest safety protocols, emergency response procedures, and hazardous material handling techniques. Training records will be maintained and readily available for review.

THE GRAYMAR EXPERIENCE

GrayMar has extensive experience in performing recycling services for used oil and antifreeze, as well as managing hazardous waste disposal operations. Our firm has been executing projects of this nature across the western U.S. for over 8 years as a company, but more importantly, the highly skilled people we hire have multiple decades in the environmental industry. Our ability to provide safe, efficient, and environmentally responsible services is a core strength of the company.

Recycling of Used Oil and Used Antifreeze:

GrayMar has successfully executed numerous contracts involving the collection, recycling, and disposal of used oil and antifreeze for municipalities, commercial facilities, and private clients. We have a proven track record of safely managing hazardous materials, ensuring compliance with all applicable local, state, and federal regulations.

Environmental Compliance History:

- GrayMar has no environmental compliance issues or regulatory violations in the past three years. We have a spotless record with regulatory agencies and have never received any fines or citations. We pride ourselves on our commitment to compliance and environmental stewardship.

Staff Training:

GrayMar ensures that all personnel are properly trained in the latest safety and compliance standards. Training is conducted regularly and includes:

- **Hazardous Waste Management:** Handling, transport, and disposal of hazardous materials, including used oil and antifreeze.

- Spill Response: Emergency procedures and response protocols for hazardous spills.
- Regulatory Compliance: Ongoing education regarding local, state, and federal regulations.

Please refer to the separate document listing GrayMar Training required.

EPA/State ID Numbers, Licenses, and Certifications:

GrayMar maintains all necessary certifications and documentation required for the performance of hazardous waste recycling services. This includes:

- EPA Identification Number: GrayMar holds a valid EPA identification number for the transport and disposal of hazardous materials.
- State Licenses and Certifications: We have state-level licenses and certifications to operate in Washington and other states where we provide services.

Please refer to the separate document listing our permits, licenses, and certifications.

REFERENCES

Contractor Name: GrayMar Environmental Services, LLC

Three customer references GrayMar has performed similar in size and scope.

1. Company Name: PAR Pacific (US Oil & Refining)
 Address: 3001 Marshall Ave., Tacoma, WA 98421
 Contact Person: Todd D. Chant, Terminal Manager
 Telephone: 210-965-1918 E-Mail: dchant@parpacific.com
 Services Provided: Tank cleanings, drain & sump cleanouts, Emergency Response Services, Hazardous, Non-Haz Transportation & Disposal. Profiling. Bulk & Containerized waste removal, reporting & documentation. Industrial Services projects. "Table Top" mock Emergency Response drills & training for spill clean up.
 Service Dates: From: 2021 To: present
 Contract Value: \$ 100K/annual

2. Company Name: HF Sinclair
 Address: 8505 S Texas Rd., Anacortes, WA 98221
 Contact Person: Troy Sloan, Terminal Manager
 Telephone: 945-275-9632 E-Mail: Troy.Sloan@hfsinclair.com
 Services Provided: Hazardous and Non-Hazardous waste removal. Transportation & Disposal. Profiling. Bulk & Containerized waste management, reporting & documentation. Pumping. Industrial Services projects. Emergency Response / Spill Response.
 Service Dates: From: 2021 To: present
 Contract Value: \$ 90K/yr

3. Company Name: City of Spokane
 Address: Two (2) HHW Waste Transfer Stations (North County & Valley)
 Contact Person: Quinn Gonder, Transfer Station Operations Manager
 Telephone: 509-425-7092
 Services Provided: Hazardous and Non-Hazardous waste collection, packaging, labeling, removal, Transportation and Disposal. Profiling. HHW containerized waste management, reporting & documentation. Waste consolidation (pouring off and bulking). Spill Response Services as needed.
 Service Dates: From: 2024 To: present
 Contract Value: \$ 150K - 200K/yr

LICENSES AND PERMITS

The key to successful management of a program such as the City of Spokane's is experience, knowledge, compliance, and flexibility. Your hazardous waste management provider must have and maintain thorough knowledge of city, state, and federal requirements. We take all regulations seriously. Not only do we hold the licenses and permits noted below, we actively stay informed and up to date on all new and upcoming changes in regulations. This means the City of Spokane's remains in compliance.

GrayMar understands that in order to remain the most respected and best HAZMAT company in the industry, we must have the necessary infrastructure and training to ensure compliance across our company, which is tantamount to our success and reputation. Our commitment to compliance with safety as well as laws and regulations required to complete any and all emergency and non-emergency responses is at the very core of our company culture. We believe that every task matters and therefore every action we take is performed in a thoughtful and measured manner.

GRAYMAR HOLDS THE CURRENT LICENSES OR PERMITS LISTED BELOW:

- Class A General Contractors License No. 1080066
- Hazardous Substance Removal Certification CSLB
- Hazardous Materials Transportation License No. 251100
- Hazardous Waste Transporter Registration – Dept of Toxic Substances Reg. No. 6844
- California Department of Public Health Medical Waste Transporter/Hauler Registration No. 6844
- EPA Hazardous Waste Transporter Permit: WAH000055713
- USDOT Hazmat Reg. No.: 062821550468D
- USDOT HM Company ID: 302602
- Department of Transportation Number: USDOT 3168200
- State of California Trauma Scene Waste Management Practitioner, Registration No. 818

CODES AND STANDARDS TO BE UNDERSTOOD AND FOLLOWED

- 40 CFR, Protection of Environment, Code of Federal Regulations
- 49 CFR, Transportation, Code of Federal Regulations
- 29 CFR, Occupational Safety, Code of Federal Regulations

CERTIFICATIONS AND DESIGNATIONS

- Oil Spill Removal Organization (OSRO) certified responder
- Maintains Resource Inventory in the WORLDWIDE RESPONSE RESOURCE LIST (WRRL)
- Maintains Incident Command System Training and National Incident Management System (NIMS) through Training

TRAINING REQUIREMENTS

At the employee level, all GrayMar field personnel are thoroughly trained on compliance, performance, and safety. Below is a list of training and health and safety requirements that are required of GrayMar personnel:

- RCRA Hazardous Waste Management
- DOT Hazardous Materials Handling
- HAZWOPER, 40-hour, 24 hour, and refresher
- Confined Space Training
- Incident Command System (ICS) Training
- Biohazard Training
- OSHA 10-Hr & 30-Hr for Construction and General Industry
- OSHA 10/30/40-Hr Disaster Site Workers
- MSHA Part 46 & 48 Surface Metal- Nonmetal
- EPA Sampling for HazMat Trainer
- National Safety Council BLS/1st Aid-CPR- AED Emergency Care
- Confined Space Entry-Rescue & Rope Rescue
- NSC DDC-4 Driver
- UST A/B Operator
- EPA LEAD
- Transfer Rail Car
- Incident Response
- Blood Borne Pathogen

GrayMar is built on quality and investment in resources and personnel. We are offering our support services for this contract utilizing our resources (equipment, labor, and materials) from our branch location in Spokane, CA. The personnel selected in the handling and management of this contract have tremendous experience in safely and successfully executing hazardous waste removal, transportation and disposal projects as well as a full gambit of environmental emergency response and routine service tasks that are outlined in the RFP.





GrayMar's bid includes all cost for collection, testing, storage and transportation of City of Spokane's' specification used oil and non- hazardous used antifreeze into a saleable product, including disposal of small amount of non useable side stream.										
This includes picking of necessary samples and testing, prior to collecting and testing for PCB's, chlorinated hydrocarbon, and a physical review of the materials.										
	Base Year		First Opt Year		Second Opt Year		Third Opt Year		Fourth Opt Year	
PCB sampling and testing for chlorinated halogens is Per Test:	\$150.00	Per Test	\$150.00	Per Test	\$150.00	Per Test	\$155.00	Per Test	\$160.00	Per Test
Service Fee Per Trip:	\$200.00	Per Trip	\$200.00	Per Trip	\$200.00	Per Trip	\$206.00	Per Trip	\$212.00	Per Trip
Pick-up for used oil	\$0.50	Per Gallon	\$0.50	Per Gallon	\$0.50	Per Gallon	\$0.52	Per Gallon	\$0.53	Per Gallon
Pick-up for antifreeze	\$1.25	Per Gallon	\$1.25	Per Gallon	\$1.25	Per Gallon	\$1.29	Per Gallon	\$1.33	Per Gallon
Pick-up and removal of liquids & solids out of oil-water separator	\$1.30	Per Gallon	\$1.30	Per Gallon	\$1.30	Per Gallon	\$1.34	Per Gallon	\$1.38	Per Gallon
Truck Time	\$110.00	Per Hour	\$110.00	Per Hour	\$110.00	Per Hour	\$113.00	Per Hour	\$117.00	Per Hour
Trenching (if required)	\$8.00	Per foot	\$8.00	Per foot	\$8.00	Per foot	\$8.25	Per foot	\$8.49	Per foot
Recovery fee of ____% of total invoice, minimum of \$____ and maximum of \$____	8% min		8% min		8% min		10% min		12% min	

Attachment 2

This Page (Page #18) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #6.1.

SUBCONTRACTOR LIST

RFP 6327-25,
Recycling Services of Used Oil and Used Antifreeze, Oil-Water Separator and Trenching Service,
and ~~Spill Cleanup Services~~, As Needed For Five Years. (Addendum 1, 4/2/2025)

☒ **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**

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. _____

CONTRACTOR _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S U.B.I. Number. _____

< Business Lookup

License Information:

New searchBack to results

Entity name:GRAYMAR ENVIRONMENTAL SERVICES, LLC

Business name:GRAYMAR ENVIRONMENTAL SERVICES, LLC

Entity type:Limited Liability Company

UBI #:604-160-176

Business ID:001

Location ID:0004

Location:Active

Location address:11023 E MT SPOKANE STATE PARK DR
MEAD WA 99201

Mailing address:100 SPRINGDALE ROAD
SUITE A3, BOX 302
CHERRY HILL NJ 08003

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
Spokane General Business - Non-Resident				Active	Sep-30-2025	Sep-27-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ADORIC, BRUNO	
SUSSMAN, SCOTT	
TURNER, DEWEY	

Registered Trade Names

Registered trade names	Status	First issued
GRAYMAR ENVIRONMENTAL SERVICES INC	Active	Apr-08-2021
GRAYMAR ENVIRONMENTAL SERVICES, INC.	Active	Oct-22-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/2/2025 12:31:58 PM

Contact us

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Take our survey!

Don't see what you expected?



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/20/2025

Clerk's File #

OPR 2025-0417

Cross Ref #

ORD C36706

Project #**Council Meeting Date:** 06/16/2025**Submitting Dept**

RISK MANAGEMENT

Bid #

EMERGENCY

Contact Name/Phone

MATT BOSTON 625-6820

Requisition #

SBO PENDING

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON ZZAPPONE

Sponsoring at Administrators Request

NO

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

5810 - CONTRACT FOR TPA WC

Agenda Wording

A contract with Penser North America, Inc. (Lacey, WA) for Third Party Administrative Services for Workers Compensation. From May 1, 2025, through April 30, 2026, for the amount of \$165,000.00 plus applicable sales tax.

Summary (Background)

Workers' compensation claims have been handled in-house by two Claims Administrators. With the passing of one of those employees, it is difficult to recruit and hire another licensed and certified Claims Adjuster. State of WA Labor & Industries requires all persons adjudicating workers' comp claims be certified by Labor and Industries. The current (and consistent) volume of workers' compensation claims cannot be adequately handled by one person. We require a contractor to step in and assist. **This is part of a complete packet: Contract, Resolution, and SBO**

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? NO			
Total Cost		\$ 165,000.00 + applicable sales tax	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
City of Spokane is listed as an additional insured on the COI pursuant to Section E of the endorsement.			
Amount		Budget Account	
Expense	\$ 165,000.00	#	5810-78500-17610-54101-9999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes, this is funded by interfund admin fees and the removal of 1.0 FTE.			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MILLER, JACOB	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
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jnechanicky@spokanecity.org		philv@pernsarna.com	
spuckett@spokanecity.org			



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **THIRD PARTY ADMINISTRATIVE SERVICES
FOR WORKERS COMPENSATION**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PENSER NORTH AMERICA, INC.**, whose address is 700 Sleater-Kinney Road, SE, Suite B #170, Lacey, Washington 98503, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Third Party Administrative Services for Workers Compensation, in accordance with Company's March 14, 2025 Pricing Proposal and their Service Contract, attached as Exhibit B. In the event of a conflict between Company's Service Contract and this City Contract, the terms of this contract will control. The Company was selected through an Emergency Resolution, a copy of which is attached hereto.

2. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2025, and shall run through April 30, 2026, 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 three (3) additional one year contract periods.

3. COMPENSATION / PAYMENT.

Total compensation for Company's as-needed services under this Agreement shall not exceed **ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00)**, plus applicable sales tax, pursuant to the Cost Proposal in Exhibit B, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Risk Management Department, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. 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.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this

Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Agency 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 Agency does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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 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 Agency's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Agency'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 Agency or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Agency shall furnish acceptable Certificates of Insurance (COI). The certificate shall specify the City of Spokane as "Additional Insured" specifically for Agency'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 Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as

otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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).

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. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

PENSER NORTH AMERICA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Company's March 14, 2025 Pricing Proposal and Service Contract

Exhibit C – Emergency Resolution

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

March 14, 2025

**City of Spokane
Scott Jordan, Risk Management
808 W. Spokane Falls Blvd.
Spokane, WA 99201**


Mr. Jordan,

As you know, the City of Spokane is in a unique situation. But, I think it is one Penser can handle cost effectively and with no service interruptions to the City of Spokane and all the stakeholders in the claims process.

I have thought about the pricing and how best to provide services in several different ways. Below is the proposed pricing structure I settled on. On the annual fee portion of the pricing, I used the five-year average of new claims incurred that were in the Excel spreadsheet. This gave me the anticipated number of new claims annually. The Excel spreadsheet seemed to differ quite a bit from the ICOMP data. Since there may be some unknowns with regard to the number of new claims incurred annually, we might want to put a claim threshold in the proposal. If the number of new claims is above the threshold we would charge a fee for each claim over that amount. If the number is under the threshold we would give a refund for each claim under the threshold amount. We can discuss.

Please review the proposed pricing on the following page and let me know your thoughts. We can discuss modifications and more details too. I can also provide a complete proposal of services to go with the pricing.

Sincerely,



**Phil Valdens
President**

PO BOX 4047, WEST RICHLAND, WA 99353

www.penserna.com

Info@penserna.com

Proposed Pricing

\$15,000 -Transition Fee (One-time fee - paid in full at the time of transition)

For the assumption and future management of all claims incurred prior to the transition date and open at the time of transfer and management of future reopened claims.

Develop service instructions through meetings with City of Spokane staff-handling of checks etc.

Learn the ICOMP system

Letters sent out to all parties of the change of claims management organization

Notify excess carrier of change to Penser

Multiple members of Penser's staff assist in initial review of claims/Claim technicians immediately work each open file:

- ***Review reserves and adjust if necessary***
- ***Develop plan of action on each file***
- ***Take steps to move all treatment and claims forward***
- ***All action taken is immediate***
- ***The above immediate action steps by our team at the "go live" help to ensure there is no delay in claim benefits or claims activity.***

Claim status reviews prepared

- ***Formal meeting with client within first month of takeover (However, immediate/constant communication with client will be established at the time of takeover)***
- ***Complete claim team to attend meeting***
- ***Review files***
- ***Reserves and plan of actions approved***

PO BOX 4047, WEST RICHLAND, WA 99353

www.penserna.com

Info@penserna.com

Proposed Pricing, cont.

\$146,100 – Annual Ongoing Claim Administration Fee

- ***Billed on a monthly basis at \$12,175 per month***

Ongoing Administration Services include:

- ***Claim management services: self-insured claims (proposal of services can be provided)***
- ***Client services***
- ***Quarterly and annual report filing assistance***
- ***E-mail access***
- ***Monthly loss reports***
- ***Annual report***

*******Additional charge of \$20,000 - One time-takeover fee for file conversion, tape transfer - To use our system and want all the historical data to be transferred to or claims management system*******

PO BOX 4047, WEST RICHLAND, WA 99353

www.penserna.com

Info@penserna.com

EXHIBIT C

RESOLUTION 2025-0043

A resolution declaring an emergency and authorizing a Service Contract to be established for a third-party administrator (TPA) to handle City of Spokane workers compensation claims.

WHEREAS, workers compensation claims have been handled in-house by two Claims Administrators. However, with the loss of one of those employees, it has become increasingly difficult to recruit and hire another licensed and certified Claims adjuster. State of Washington Labor & Industries requires all persons adjudicating workers compensation claims be certified by Labor and Industries. The current and consistent volume of workers compensation claims cannot be adequately handled by one person. The assistance of a third-party administrator licensed and certified by the State is necessary to assist in order to enable the City to handle the amount of claims while recruiting to fill the vacant position; and

WHEREAS, the City of Spokane volume of claims exceeds the capacity for a single person to handle requiring the need for immediate assistance to avoid incurring fines and penalties from Labor & Industries who administer the Workers' Compensation program for the State of Washington; and

WHEREAS, the cost of the Workers' Compensation TPA Services exceeds the competitive procurement threshold of \$10,000; and

WHEREAS, an urgency and emergency does exist -- Now, Therefore,

BE IT RESOLVED BY THE City Council of the City of Spokane that an emergency exists pursuant to SMC 7.06.180 justifying the waiver of public bid requirements for the contracting for third-party administrator services to handle the City's worker compensation claims; and

BE IT RESOLVED by the City Council for the City of Spokane that staff is hereby authorized to establish a service contract for Workers' Compensation TPA Services not to exceed \$165,000/year.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



License Information:

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

Entity name: PENSER NORTH AMERICA, INC.

Business name: PENSER NORTH AMERICA, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-250-907

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1802 TERMINAL DR
RICHLAND WA 99354-4923

Mailing address: 700 SLEATER KINNEY RD SE
STE B 170
LACEY WA 98503

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
Richland Service Business	F05			Active	Nov-30-2025	Oct-26-2011
Spokane General Business - Non-Resident				Active	Mar-31-2026	Mar-31-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
STEPHENS, PETE	

Registered Trade Names

Registered trade names	Status	First issued
PENSER NORTHAMERICA, INC.	Active	Apr-16-2009

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/1/2025 6:09:03 PM

[Contact us](#)

How are we doing?



PENSNO-01

JDELMEREDITH

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 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Adam-MO BRG Griffith	
	PHONE (A/C, No, Ext): (509) 343-9205	FAX (A/C, No): (509) 325-1803
	E-MAIL ADDRESS: adam.griffith@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : Ohio Casualty Insurance Company	24074
	INSURER D : Bridgeway Insurance Company	12489
	INSURER E : At-Bay Specialty Insurance Company	19607
	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:			BZS67233972	12/27/2024	12/27/2025	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED Auto PD \$100K			52UECCG0025	10/10/2024	10/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO67233972	12/27/2024	12/27/2024	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
							PER STATUTE <input checked="" type="checkbox"/> OTH-ER
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	BZS67233972	12/27/2024	12/27/2025	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 Liab			7GA7PL000145702	12/27/2024	12/27/2025	\$50K Ded \$2M Occ/Agg 2,000,000
E	Commercial Cyber			AB660654905	12/27/2024	12/27/2025	\$2,500 Ded 3,000,000

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

See section E of the endorsement for additional insured verbiage.

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



Alliant Insurance Services, Inc
818 W Riverside Avenue, Suite 800
Spokane, Washington 99201-0913

Dear Certificate Holder,

We would like to inform you of an important update to our procedures for completing ACORD forms, which is a result of the recent legal case, T-Mobile USA Inc. v. Selective Insurance Company of America.

****Effective immediately, Alliant Insurance Services Inc. will no longer include specific language in the Description of Operations field on ACORD forms. **** This change ensures compliance with the court's ruling, which emphasizes the legal significance of the information provided on these certificates.

To ensure you have the appropriate coverage, ****we strongly encourage you to review the attached policy endorsements****. These documents provide detailed information about your coverage and should be used to verify that your insurance needs are fully met.

- The Alliant Standard is to only add wording that will identify the Certificate to the Certificate Holder. (Location, Description of Equipment, Contract or Job Number, etc.)
- Any other wording may be construed as modifying the policy and we should let the attached endorsements speak for themselves.
- Even if you are not doing business in Washington State and your state is silent on this issue. Alliant Adopts the position that you may not modify the policy limits on the Certificate.
- All states forbid an agent from issuing a document that is fraudulent, a misrepresentation, or a deceptive act.
- The ACORD Form Instruction Guide says: "Enter limits corresponding to those found on the policy declarations page."

For Additional Details:

Case: T-Mobile USA Inc. v. Selective Insurance Company of America

Summary: In this case, the court ruled that an insurance company is bound by its agent's written representation in a certificate of insurance (COI) that a particular corporation was an additional insured under a given policy. This decision came despite the COI containing disclaimers stating it could not "amend, extend or alter the coverage afforded by" the policy.

The ruling emphasized that if an agent acts with apparent authority and provides a COI stating that a party is an additional insured, the insurer must honor that representation. This case has influenced how COIs are viewed in Washington state, affirming them as valid proof of coverage under certain conditions.

Source:

1. T-Mobile USA Inc. v. Selective Ins. Co. of Am. - Casetext.
<https://casetext.com/case/t-mobile-usa-inc-v-selective-ins-co-of-am-2>.

(2) T-Mobile USA, Inc. v. Selective Ins. Co. of Am. :: 2019 :: Washington
<https://law.justia.com/cases/washington/supreme-court/2019/96500-5.html>.

(3) T-Mobile USA Inc. v. Selective Insurance Company of America
- Lewis <https://bing.com/search?q=Washington+state+court+case+Selective+Insurance+T-Mobile+COI>.

(4) T-Mobile USA Inc. v. Selective Insurance Company of America
- Lewis <https://lewisbrisbois.com/newsroom/articles/t-mobile-usa-inc-v-selective-insurance-company-of-america>.

We understand that this change may require an adjustment in how you manage your insurance documents. Please rest assured that our team is here to assist you with any questions or concerns you may have regarding this update.

Thank you for your attention to this matter and for your continued trust in our services.

Jessica Akeens, CISR Elite
Commercial Lines Account Manager
CA License No. 0E69948
Alliant Americas

D (509) 570-1229
F (509) 325-1803
E Jessica.Akeens@alliant.com
alliant.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II – Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension – Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension – Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions – Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions – Applicable To Business Liability Coverage – Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

- (2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.

- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and

- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
 - c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
 - (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
3. Records and descriptions of operations must be maintained by the first Named Insured.

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.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section F. Liability And Medical Expenses Definitions is modified as follows:

1. Paragraph **F.3.** is replaced by the following:
 3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.
2. Paragraph **F.9.** is replaced by 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, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. 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 a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) 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
- (3) 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 (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WASHINGTON - STOP GAP - EMPLOYER'S LIABILITY
COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Bodily Injury By Accident	Bodily Injury By Disease	
Each Accident	Each Employee	Aggregate
\$ 2000000	\$ 2000000	\$ 2000000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section II - Liability is amended as follows:

A. Coverage - Stop Gap - Employer's Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you, and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

- (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- (b) Care and loss of services; and
- (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

- (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions Applicable To Stop Gap - Employer's Liability Coverage

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it is reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With Workers' Compensation Law

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Sections 51-60);
- (2) The Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Sections 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Coverage Extension - Supplementary Payments provisions apply to **Stop Gap - Employer's Liability Coverage** as well as to **Business Liability Coverage**.

C. For the purposes of this endorsement, Paragraph **C. Who Is An Insured** is replaced by the following:

C. Who Is An Insured

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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.

D. For the purposes of this endorsement, Paragraph **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

D. Liability And Medical Expenses Limits Of Insurance

1. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.

3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- E. For the purposes of this endorsement, Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of the Liability And Medical Expenses General Conditions** is replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent is notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- F. For the purposes of this endorsement, Paragraph **4. of the Liability And Medical Expenses Definitions** section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the **Liability And Medical Expenses Definitions** section:

1. "Workers' compensation law" means the Workers' Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing nonoccupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLLUTION EXCLUSION
(PREMISES)**

This endorsement modifies insurance provided under the following.

BUSINESSOWNERS COVERAGE FORM

1. The following exception is added to Exclusion B.1.f. Pollution in Section II - Liability:

Subparagraph (a) of Paragraph (1) does not apply to "bodily injury" or to "property damage" to tangible property arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" if the actual discharge, dispersal, seepage, migration, release or escape:

- (a) begins on a clearly identifiable specific day during the policy period and ends in its entirety not later than seventy-two (72) hours thereafter;
- (b) is discovered and reported to us within fifteen (15) days of the specific day it begins;
- (c) is neither expected nor intended from the standpoint of any insured;
- (d) is unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (e) does not originate at or from a storage tank or other container, duct or piping which is below the surface of the ground or water or which at any time has been buried under the surface of the ground or water and then is subsequently exposed by erosion, excavation or any other means.

Tangible property, as used in this endorsement, does not include land or water, which is below ground level or not.

Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT RETROACTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

The Each **Claim** Limit and the Aggregate Limit of Liability shown in Item 4. of the Declarations are deleted and replaced with the following:

- A.** For any **claims** to which this policy applies arising out of an act or omission committed on or after 11/27/2006, but prior to 08/24/2018, the Each **Claim** and In the Aggregate Limit of Liability are:

Each **Claim** \$1,000,000

In the Aggregate \$1,000,000

- B.** For any **claims** to which this policy applies arising out of an act or omission committed on or after 08/24/2018, the Each **Claim** and In the Aggregate Limit of Liability are:

Each **Claim** \$2,000,000

In the Aggregate \$2,000,000

The limits of liability shown in Paragraph(s) **A.** above are part of, not in addition to, the Limits of Liability shown in Paragraph **B.** above.

Nothing in this endorsement alters the policy to apply to any act or omission occurring prior to Item 6. **Retroactive Date** stated on the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRACKING GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Paragraph 2. of **Section III - Limits Of Insurance**:

The General Aggregate Limit will apply separately and in the same manner as the aggregate limits in the "underlying insurance".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS - FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Condition **16. Transfer Of Rights Of Recovery Against Others To Us** under **Section VI - Conditions** :

We have the right to recover our payments from anyone liable for an injury or damage covered by this policy. To the extent that right has been waived in "underlying insurance", we will waive any right of recovery we may have against a person or organization because of payments we make under this policy. Any such waiver, however, will not be any broader than that provided by such "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL AND ADVERTISING INJURY
- FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion 17. of **Section V - Exclusions** is replaced by the following:

17. Personal And Advertising Injury

"Personal and advertising injury" except to the extent "underlying insurance" provides such coverage. Coverage under this policy will be no broader than that provided by "underlying insurance".

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/15/2025

Clerk's File #

OPR 2025-0420

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

RISK MANAGEMENT

Bid #

RFP 6325-25

Contact Name/Phone

MATT BOSTON 625-6585

Requisition #

BT PENDING

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON ZZAPPONE

Sponsoring at Administrators Request

NO

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

5800 - INSURANCE BROKER CONTRACT

Agenda Wording

Contract with Arthur J Gallagher Risk Management Services, LLC (Meadows, IL) for the purpose of providing Insurance Brokerage Services from June 16, 2025 through June 15, 2028. The cost is \$75,000.00 annually with a 3% increase in Year 2 & 3 (plus applicable sales tax).

Summary (Background)

This is a contract for broker services that is necessary to obtain excess insurance policies from world wide markets to protect the assets and liability exposures of the city. The city has been using broker services for the last 20 plus year to get the best insurance policies as well as assist the city in loss prevention, loss analysis, and to provide consultation in contract risk transfer.

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? NO			
Total Cost		\$ 75,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$ \$77,250 in Y2 and \$79,567.50 in Y3	
<u>Narrative</u>			
There is a 3% cost increase in Year 2 and 3.			
Amount		Budget Account	
Expense	\$ \$75,000.00	#	5800-78200-19000-54201-99999 Year 1
Expense	\$ \$77,250.00	#	5800-78200-19000-54201-99999 Year 2
Expense	\$ \$79,567.50	#	5800-78200-19000-54201-99999 Year 3
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.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MILLER, JACOB	<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			
Julie McCallum Julie_McCallum@AJG.com		Matt Boston mboston@spokanecity.org	
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City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **RISK MANAGEMENT INSURANCE
BROKERAGE SERVICES**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC**, whose address is 2850 Golf Road, Rolling Meadows, Illinois 60008, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Insurance Brokerage Services, in accordance with RFP 6325-25, and Company's March 3, 2025 Response to RFP, attached as Exhibit B, the City's Terms and Conditions, attached as Exhibit C; and Company's Client Service Agreement, attached as Exhibit D. In the event of a conflict between Company's Service Contract and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on June 16, 2025, and shall run through June 15, 2028, 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.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, plus applicable sales tax, for the first year of the contract term. Thereafter, total annual compensation per year shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000)**, plus an additional annual increase of 3% per year, plus applicable sales tax. This is the maximum amount to be paid under this Agreement 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 Agreement.

The following additional compensation terms apply:

- A. In addition to the compensation set forth above, the Company may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by the Company's

corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to City.

Any compensation that Company receives from insurance carriers may differ depending on the market and the insurance product placed on City's behalf. Company may receive additional compensation from insurance carriers in the form of contingent and supplemental commissions, bonus commissions, overrides or expense reimbursements. Any such fees or commission will not constitute compensation to Company.

- B. Company's fees under this Agreement shall be fully earned on the Effective Date (and any anniversary thereof). City shall inform the Company in the event that City's business operations change substantially, including the applicable risks insured. Under such circumstances, City and the Company will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Company hereunder.
- C. Where applicable, insurance coverage placements and other services provided by the Company may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various departments of revenue, regulators, boards or associations. In such cases, City is responsible for the payment of such taxes and/or fees, which the Company will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to the Company hereunder.

The Company shall submit its applications for payment to City of Spokane Risk Management Department, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. 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.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Agency 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 Agency does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

Company's liability to City, arising from any negligent acts or omissions of the Company, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the Aggregate. Without limiting the foregoing, the Company shall only be liable for actual damages incurred by City, and shall not be liable for any indirect, consequential or punitive damages.

8. INSURANCE.

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

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 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 Agency's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Agency'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 \$2,000,000 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 Agency or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Agency shall furnish acceptable Certificates of Insurance (COI). The certificate shall specify the City of Spokane as "Additional Insured" specifically for Agency'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 Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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).

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. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the

Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, 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 Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Company’s March 3, 2025 Response to RFP
Exhibit C - City’s Terms and Conditions
Exhibit D - Company’s Client Service Agreement

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 C

EXHIBIT D

ATTACHMENT 1

REQUEST FOR PROPOSALS #6325-25 - TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

7. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

10. NONDISCRIMINATION

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

11. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

In compliance with these acts, this material can be made available in an alternate format by request through ProcureWare question tab.

12. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

13. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

14. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

15. 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.

16. DISPUTES

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

17. 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.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

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

B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

19. LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all third party claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of

the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

20. INSURANCE COVERAGE

During the period of the Agreement, the Firm 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 Firm's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Firm's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$2,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3)(2) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm 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 Firm'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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



Insurance | Risk Management | Consulting

MARCH 03, 2025

City of Spokane

RESPONSE TO REQUEST FOR RISK
MANAGEMENT INSURANCE BROKERAGE
SERVICES

RFP NUMBER: 6325-25



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Executive Summary

Arthur J. Gallagher Risk Management Services, LLC (“Gallagher”) is honored to be responding to the City of Spokane’s Request for Proposal Risk Management Insurance Brokerage Services. We are excited for the opportunity to impart our unique experience, knowledge and market relationships with the City.

Gallagher has over 95 years of experience designing cost-effective risk management programs for our public sector clients, which includes cities and their extensive operations needs and goals. We provide expert advice and present options that can improve your risk profile and total cost of risk by utilizing proprietary tools and our industry skill.

Gallagher is a vital part of the Spokane community with our sponsorship of the Spokane Velocity FC and Spokane Zephyr FC soccer teams. We have maintained a brick-and-mortar location in the city for the past 12 years.

As we read through your RFP, the scope of services outlined is what we do, day in and day out for our public sector clients. We are eager to present our response where we highlight how Gallagher employs innovation to effectively manage your Total Cost of Risk. As your insurance partner, Gallagher will consistently deliver:

A Thorough Approach - In today’s fast-paced environment, the need for strategic risk management advice has never been more important. Gallagher’s innovative and unique CORE360® 6-stage risk management model provides a strong framework to better manage and respond to the many opportunities and challenges that confront our cities today and in the future.

Loyal Teamwork - The individuals on your team will be your contacts for any and all queries. We do not use centralized brokerage or service centers or transfer client service from your designated team. You will have direct access to our expertise and the individuals intimately knowledgeable with your account. It is this legacy that fuels our success by marshalling our vast experience and resources for the many clients we serve. Gallagher can provide both insight and perspective that is unmatched throughout the industry.

Dedication and Expertise - We understand you are up against many challenges — budget issues versus risk exposure, current and new coverage requirements and liability concerns to name a few. With over 40 years of public sector experience, our specialists have in-depth knowledge of the specific risk management needs and requirements that the City of Spokane faces. Your dedicated team will work to tailor comprehensive risk management solutions to help minimize your unique risk exposures, optimize performance, control costs and losses and improve value.

We understand that cities are bound by the public’s trust — a trust that can be jeopardized by unexpected risk. Gallagher provides complete transparency into every aspect of the work we do for our clients. The relationships we establish with our clients has never been reliant on just insurance. It has always been about adding value and supporting the success of our clients on a day-to-day basis.

Again, Gallagher would like to thank you for this opportunity to work with the City of Spokane and we would be honored to help shape the future as your trusted insurance brokerage team.

Thank you,



Hannah Adams, Area President
Gallagher – Washington State



2.2 SCOPE OF SERVICES

Gallagher's Response to the Proposed Scope of Services

Gallagher has carefully reviewed the proposed scope of services and is pleased to confidently respond to this RFP with detailed information on how we comply with and exceed these requirements for the City of Spokane. We are fully prepared to review and develop alternative risk financing options for comparison against the current insurance program design. Should any alternative options be selected, Gallagher is ready to serve as the Broker of Record or the appropriate professional for insurance placements.

We recognize that the range and extent of services may be subject to negotiation and will evolve with the City's changing needs. In response, Gallagher is committed to providing the professional services and dedicated personnel necessary to support the City in achieving its risk management objectives. Our response outlines our comprehensive capabilities, industry expertise, and tailored approach to delivering innovative and effective insurance solutions.

We appreciate the opportunity to participate in this process and look forward to demonstrating our ability to serve as a trusted and strategic partner to the City.

Scope of Services Required by the City	Gallagher Response
<ul style="list-style-type: none">• Provide review and evaluation of alternative risk financing such as captives, pooling programs, etc.	Yes
<ul style="list-style-type: none">• Develop a complete understanding of the City's areas of exposure and consult with the City about short and long term solutions.	Yes
<ul style="list-style-type: none">• Annually evaluate existing insurance contracts and claims history and make recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the City.	Yes
<ul style="list-style-type: none">• Annual evaluation shall include market analysis and forecasting by insurance line prior to each renewal. This analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction.	Yes
<ul style="list-style-type: none">• Plan and conduct pre-renewal and renewal meetings which are required and will be in-person in the City of Spokane's main offices located at 808 W Spokane Falls Blvd, Spokane, WA.	Yes
<ul style="list-style-type: none">• Identify programs, products, and insurers capable of meeting the City's insurance and risk transfer needs and prepare bid specifications for markets capable of quoting on City risks.	Yes
<ul style="list-style-type: none">• When authorized by the City, approach appropriate markets on behalf of the City to obtain pricing and coverage descriptions. If and when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities will be obtained for each type of risk or risk financing structure.	Yes
<ul style="list-style-type: none">• Present for the City in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.	Yes
<ul style="list-style-type: none">• Negotiate on the City's behalf the details of insurance contracts with selected carriers or risk facility and audit resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the City.	Yes
<ul style="list-style-type: none">• Provide verification of coverage or financial responsibility as needed by the City to satisfy lessors, contractors, and other parties from whom the City seeks services.	Yes
<ul style="list-style-type: none">• Provide consultation and conceptual approaches for evaluation, training and education relative to loss control, safety, claims management and related topics in the area of risk management.	Yes
<ul style="list-style-type: none">• Provide consultation services for City as to risk related issues in contractual arrangements which can include review of the contract for risk related issues and recommend policies and limits to ensure an adequate transfer of risk to the contractor.	Yes
<ul style="list-style-type: none">• Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.	Yes
<ul style="list-style-type: none">• Provide options for special event insurance coverage for organizations and persons performing temporary business within the auspices of the City.	Yes
<ul style="list-style-type: none">• Provide support in preparing proofs of loss or claims reports and assist in obtaining loss settlements from insurers.	Yes
<ul style="list-style-type: none">• Provide catastrophic claims management consultation, evaluation, and service.	Yes
<ul style="list-style-type: none">• Supply or make available risk management services including basic property valuations, loss control consulting and inspection services.	Yes

3.2 LETTER OF SUBMITTAL



March 3, 2025

To: Connie Wahl
City of Spokane Purchasing Department
915 N. Nelson St. Spokane, Washington 99202 (509) 625-6400

Subject: Letter of Submittal for Risk Management Insurance Brokerage Services (RFP Number: 6325-25)

Dear City of Spokane Purchasing Department,

Arthur J. Gallagher Risk Management Services LLC ("Gallagher") is pleased to submit our proposal in response to Risk Management Insurance Brokerage Services (RFP Number: 6325-25). Below, we provide the requested information per the submission requirements:

A. Legal Entity Information

Name of Firm: Arthur J. Gallagher Risk Management Services LLC.
Principal Place of Business: 2850 Golf Road, Rolling Meadows, IL 60008

Servicing Office: 10900 NE 8th St #750 Bellevue WA 98004
For the purpose of this proposal, our primary point of contact will be:
Julie McCallum, ARM, AIC, Area Vice President, (WA License No. LIC207264)
D: 425.586.1040 | M: 206.595.1124 | E: Julie_McCallum@ajg.com | W: www.ajg.com

B. Legal Status and Operating Facility

Arthur J. Gallagher & Co. is a publicly traded corporation (NYSE: AJG) operating as a global insurance brokerage, risk management, and consulting firm. We will provide the requested services from our Bellevue, WA office, which serves as a key operational hub for our team handling insurance brokerage and risk management services.

C. Identification of Current or Former Agency Employees

To the best of our knowledge, Gallagher does not currently employ any individuals who have worked for City of Spokane or any participating agencies within the past twelve (12) months, nor do we have any such individuals on our governing board. If any such employment relationships are identified during the review process, we will promptly disclose them.

D. Confirmation of Minimum Qualifications

Gallagher confirms that we meet and exceed all the minimum qualifications outlined in Paragraph 1.3 "Minimum Qualifications." As a leading global insurance brokerage and risk management firm, we bring extensive experience serving public and private sector clients, providing comprehensive insurance solutions, risk consulting, and claims advocacy.

E. Acknowledgement of RFP Terms & Conditions

Gallagher acknowledges and agrees to comply with all terms and conditions set forth in the Request for Proposals, except where otherwise negotiated and agreed upon by the participating Agencies. We remain committed to delivering high-quality insurance brokerage and risk management services that align with your objectives.

We appreciate the opportunity to participate in this RFP process and look forward to the possibility of working with City of Spokane. Please feel free to contact us should you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hannah Adams'.

Hannah Adams
Area President – Washington State -Arthur J. Gallagher Risk Management Services, LLC.
10900 NE 8th St #750 | Bellevue, WA 98004 - 772.214.4228 | Hannah_Adams@ajg.com

3.3 TECHNICAL PROPOSAL

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. Describe how Firm will respond proactively to issues and scope changes. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

Gallagher's Public Sector Practice team is excited to get to work for the City of Spokane. We have the experience and expertise to quantify the value of your current insurance program as well as immediately bring risk financing options to the table.

Gallagher's philosophy on Risk Management is centered on understanding our client's risk profile and appetite and developing a plan for risk improvement. Working in partnership with our clients so we both understand the nature of risks from operational, financial, strategic, geographic footprint, industry specific issues and exposures. Every client has their own risk philosophy and risk appetite, and it is our job to support and enhance their initiatives.

By working with our clients to improve their risk profile, we can provide insurance coverage that addresses current and potential risks, we eliminate wonder (Will my policies respond in the event of a claim? Did we get the best pricing, terms and conditions?), we expand the pool of insurance companies interested in writing our client's program, which generates the best renewal results that strengthen our client's bottom line.

Improving City of Spokane's Risk Profile

Gallagher's Public Sector Practice is a leading global broker and consultant team that engages a continuum of specialists from all divisions and regions of Gallagher's vast network — from risk control to brokerage to HR and risk consulting and claims/program administration.

The Risk Profile, along with our other proprietary programs, help you reduce risks, manage exposures, lift your employees, advocate on claims, and mobilize technology to maximize program efforts. Our goal is to align with your mission and values as we dive deep into the components that make up your risk profile while providing feedback and improvement strategies.

WHAT IS A PUBLIC SECTOR ORGANIZATION'S RISK PROFILE?

An organization's risk profile encompasses various factors, including the nature of risks faced, risk philosophy and risk appetite, historical loss experience, and the actions taken to quantify, eliminate, transfer, and mitigate risks.

Operational risks	Financial risks	Strategic risks	Geographic footprint	Industry-specific issues
Identify and assess risks related to day-to-day operations, such as staffing challenges and regulatory compliance.	Evaluate financial vulnerabilities, including revenue fluctuations, rising costs, and potential liabilities.	Analyze risks associated with long-term planning and market changes.	Consider risks specific to the geographic location of the organization, such as natural disasters, local regulations, and community dynamics.	Recognize risks unique to the public sector, such as changing demographics, evolving regulations, and reputational risks.

BENEFITS OF IMPROVING YOUR RISK PROFILE

Insurance Coverages	Eliminating Wonder:	Expanded Pool of Insurance Companies:	Best Renewal Results:
Secure insurance coverages that address current and potential risks, providing financial protection and peace of mind.	Eliminates uncertainty by identifying and addressing potential risks, allowing for better planning and decision-making.	Makes your organization more attractive to insurance companies, expanding coverage options and potentially leading to more competitive pricing.	Generates the best renewal results, as insurance carriers value organizations that minimize risk and are more likely to offer favorable terms and conditions.

In this challenging marketplace, telling the best story and understanding your risk is imperative when bringing an account to market. We have designed a step-by-step process to improve your specific risk profile by each line of coverage.

PROPERTY

As we see wildfires, hurricanes and tornados impact the global property market, data is critical when deciding limits and receiving favorable terms. With our Risk Profile process, we will work with the City to complete a review of your Statement of Values to verify the information is accurate and thorough. We will engage with Archipelago, our property risk data platform which harnesses clean, enriched data with automated preparation on a centralized platform, visualizes your portfolio to highlight your data-driven story for the market and elevate your submission to the top of the pile (the pile of submissions in each property underwriters in box) and allows you to make better decisions with a clearer understanding of your risk exposure across your entire portfolio.

Gallagher offers real-time alerts to help plan, monitor, and respond to catastrophic events through **Gallagher Forecast**.

GALLAGHER FORECAST

Gallagher Forecast is an online software platform for managing property risk, delivering catastrophe risk analytics and insights in real-time that help plan, monitor and respond to catastrophic events. Ultimately, Gallagher Forecast transforms client data into actionable risk intelligence that:

- Identifies how a client's natural catastrophe exposure may impact insurance premiums and coverage
- Determines the optimal program structure to secure capacity with the most efficient premium
- Helps clients mitigate potential losses through real-time alerts, which deliver automated impact reports showing assets at risk and loss estimates, allowing for instant communication to stakeholders
- Draws from over 30,000 historical and what-if event simulations and runs them against client portfolios in minutes
- Determines technical price for program layers before we visit the underwriter



Catastrophe Exposure Profile

This snapshot provides an overview of the breakdown of insured values located within each hazard zone for a given catastrophic event type.

Detailed analysis of most impactful catastrophe exposures

The image above is part of the profile report that Gallagher Forecast can create. It shows the top five locations that would have damage based on the last 65 years of tornado occurrences by the NOAA. Gallagher Forecast's allows for real time event feeds with global coverage of major perils including — windstorm, earthquake, flood, tornado, hail, wildfire and landslide. Automated event notifications provide the estimated impact on your portfolio within minutes of an event and are fully integrated within Gallagher Forecast. This allows you to run what-if scenarios on active events and conduct post-event deep dives, including near misses. These alerts enable you to better facilitate disaster preparedness and response, business continuity, and supply chain resiliency.

CASUALTY

As a result of adverse claim trends, social inflation, and “nuclear verdicts”, insurers are closely monitoring attachment points, capacity and coverage enhancements. These factors impact how carriers are responding on renewals: non-renewals, rate pressures, reduced capacity, shifting from risk transfer, coverage restrictions, and increased underwriting discipline.

Gallagher is equipped to address the City of Spokane's casualty program. Below is our approach to your casualty program, showcasing our innovative strategy to develop alternative methods to market and to finance your risk management program.

Completing Loss Analysis	Analyzing Appropriate Retention Levels	Benchmark	Marketing
<ul style="list-style-type: none">• Review large losses• Severity / frequency trends• Loss stratifications• Loss forecasts• Excess loss simulations	<ul style="list-style-type: none">• Carriers fund for expected losses / carriers work up pricing for potential capacity utilization• Seek options to triage competitive structures	<ul style="list-style-type: none">• Total Limits based on peers• Total limits based on current litigation• Best benchmark is seeking competition	<ul style="list-style-type: none">• Submission should illustrate “Clients” story around operations, details about risk, losses, lessons learned, exposures, safety and risk control, information to understand products and manufacturing process.• Underwriting meetings in person and tour of meaningful locations.

RISKMAP ASSESSMENT

RiskMap is customized visual survey that helps senior leaders quantitatively identify the major risk factors within the organization and facilitate potential solutions.

How It Helps

01

Aggregates an organization's strategic necessities in a concise, easily understood manner

02

Provides Executive Leadership with an opportunity to engage their Boards and Senior Managers

03

Provides access to a tool utilized by Fortune 500 organizations that offers sought after best-practices with minimal commitment of resources from your team

Step 1: Strategy Meeting

Gallagher CORE360 RISKMAP Strategic Risk Assessment		
Risk Category	Risk Name	Risk Description
Governance	Board Performance	Failure of board to perform its oversight responsibilities of corporate management
	Decentralization	Inproper balance of corporate oversight and decentralized management
	Measurement & Monitoring	Failure to timely measure progress against strategic goals
	Operational Planning	Failure to translate strategic goals into operational objectives and operating plans
	Succession	Lack of planning to manage the succession of key corporate and operational positions (e.g., CEO, Founder, CFO, HR)
	Shareholders' Rights	Lack of transparency and/or miscommunication with shareholders
	Financial Health	Misleading reporting of financials
	Tone at the Top	Senior leadership failure to adequately convey the importance of ethical business practices
	Culture	Lack of planning and attention to fully develop and protect the organization's unique culture
	Whistleblower Liability	Organization is found negligent for its employees' actions
Product/Service	Intellectual Capital	Lack of documentation related to intellectual property
	Product Development	Failure to timely enhance existing products or develop new products as needed to meet market demands
	Competition	Failure to respond to competitive threats or operating in markets defined by significant competitors
	Materials Management	Failure to put in place controls to store or transport raw materials, unfinished products, or finished products safely
	Supply Chain	Disruption in the supply of products or dependent services affecting the timely delivery of services to customers
	Customer Life Cycle	Discontinuance of a customer's end product line reducing or eliminating demand for our products
	Labeling	Failure to properly label under National or State Regulations
	Marketing	Reduction in our ability to adequately market and promote our products to potential customers
	Regulatory Changes	Risk of regulatory agencies changing standards in our industry or the industries of our customers
	Consumer Fraud	Inadequate controls to prevent fraud against customers



Step 2: Customize Survey

Customize the niche-focused Risk Register, and tailor it for your organization; then confirm questions and participants

Step 3: Survey Responses

An e-mail with a link to the survey is sent to participants asking them to rate the severity and frequency of different risks

Financial

Risk Name	Risk Description	Risk Likelihood
Capital Availability	Unavailability of affordable capital to fund operations and future expansion	<div><div></div></div>
Cost Management	Inability to manage the costs associated with the organization's operations: delivering care, compensating employees, maintaining facilities (including leases), providing supplies, etc.	<div><div></div></div>
Financial Compliance	Failure to maintain sufficient internal controls to ensure accurate financial records, prevent theft / loss, provide required reporting, and comply with applicable accounting and operational requirements	<div><div></div></div>
Payer Mix / Reimbursement	Shift in the payer mix toward lower reimbursement providers (i.e., government) or a reduction in government or grant funding allocated to support programs or operations	<div><div></div></div>

Governance

Risk Name	Risk Description	Risk Likelihood
Board Performance	Failure of board to perform its oversight responsibilities of organization management	<div><div></div></div>
Culture	Lack of planning and attention to fully develop and protect the organization's unique culture	<div><div></div></div>
Measurement & Monitoring	Failure to timely measure progress against strategic goals	<div><div></div></div>
Operational Planning	Failure to translate strategic goals into operational objectives and operating plans	<div><div></div></div>

CORE360™ RISKMAP		1 = Inactive 2 = Partially Inactive 3 = Inactive 4 = Unavailable			
Risk Level/Score	3 - Active/Concern Remains current at least annually				
	4 - Early Likely to occur in next 3 years				
	5 - Possible May occur every 10 years				
	6 - Likely Occurring in foreseeable future				
Risk Level/Score	7 - High Has occurred in other organizations, but is rare				
	8 - Significant No reasonable impact on the organization				
	9 - Moderate Impact on the organization may last only for weeks				
	10 - Significant Impact on the organization may last for months				
ORGANIZATIONAL IMPACT					

Errors & Omissions-U
Regulatory Changes-U

Recruitment & Retention-U
Support Staff / Staffing Levels-U

Succession planning-P
Service Quality-U
Key Employee Retention-U

Social Media-P
Contract / Vendor Management-U

Step 4: Present Results

An aggregated report is generated from the survey results and analyzed, then presented to clients with potential solutions

LEVERAGING TRADITIONAL ACTUARIAL

Projected loss expectancy at different deductible / SIR levels, pure loss rate comparisons, collateral analysis, frequency / severity analysis, hits in layers (trended and un-trended)

The City’s current program model has high self-insured retentions in place. As you are aware, your liability loss history reflects two losses over \$1M with an open Police Liability claim over \$2M. This claim falls into Safety National’s primary \$5M. The City currently purchases an excess \$5M. What we recommend is a loss development and actuarial study to analyze whether the \$1.5M SIR is appropriate for your working layer. The claim frequency for both Police Liability and General Liability/Bodily Injury is steadily increasing which without a focus to reduce claims will continue. What our Public Sector practice is seeing with claims is a significant increase in the costs due to social inflation and third party litigation funding. In the State of Washington, we are even more challenged without any tort caps, joint and several liability and compassionate juries, even in Spokane. This is where risk management needs to step up to focus on claim prevention.

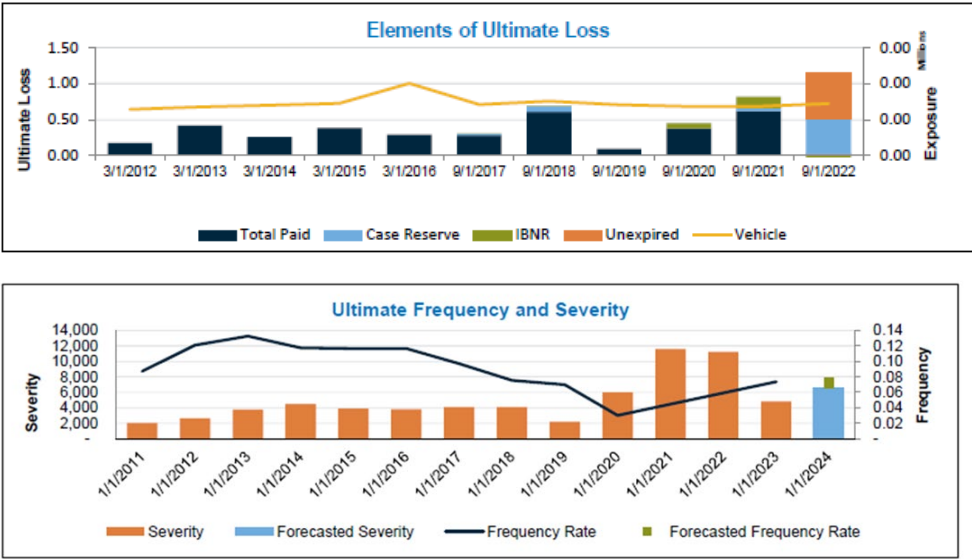
If Gallagher has the distinction of being appointed the City of Spokane’s insurance broker, Gallagher’s analytics team will run a traditional actuarial analysis to determine loss expectancies at different financial thresholds to determine optimal program structure and targeted pricing on risk transfer layers.

We use this output to target optimal primary retentions, triage pricing based on different structures and negotiate risk transfer pricing and manage collateral requirements.

We can also entertain alternative solutions such as maintenance corridors in your lead umbrella, quota-sharing risk in a buffer layer, lower excess layer, or selective self-insurance in a lower excess layer.

Looking beyond the traditional insurance placement, our team includes Ryan Santacrose, a practice leader from our Captive division, Artex. With your 1/1/2026 renewal, we recommend the Captive Feasibility Study be completed and presented to the City prior to the end of the second quarter of 2025. We do have restrictions to consider here in the State of Washington which Ryan will address as a part of the feasibility study. Please refer to additional details on Artex on page 13.

The consideration of the City of Spokane joining a Pool is another option but limited. Several of the City Pools are structured to insure small to medium sized cities. We will immediately begin marketing to the Public Entity Pools in our State which will consider a city the size of Spokane.



EXCESS WORKERS COMPENSATION

With Safety National writing both your primary \$5M in liability and your excess workers compensation coverage, Safety discounts the liability premium through the workers compensation premium. With a \$1.5M SIR and your largest loss just over \$1M; the \$339K premium spend is high. There are a handful of carriers that will write self-insured municipality risks in the State of Washington that would be very interested in quoting your program. Do note, that if the City makes a change on the excess workers compensation carrier, that Safety National will not write your liability program. With Gallagher’s Public Sector Practices market access and carrier relationships, we will have options for the \$5M primary. We will undertake such marketing to analyze whether placements with different carriers results in premium savings as well as a thorough comparison of terms and conditions.

CYBER

For Public Sector clients, cyber is a critical coverage. We have assembled a top tier team from Gallagher to address all insurance and risk management needs for the City of Spokane. Paul Davis is a leader in our Cyber Practice Group specializing the public sector risks. As a part of our deep dive into your coverages, Paul will be a critical component with assessing the coverage currently in place as well as providing consultation on the City’s IT best practices.

Regardless, providing options to the City to evaluate the short-term needs and strategies for long term success of the insurance program is our number one priority

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

We have developed the following transition timeline to capture the various tasks to successfully transition a client to our brokerage. With each new client, we commence our work immediately to meet our client's expectations and deliverables for their renewal. *We will not be utilizing a sub-consultant on this project.*

Broker Service	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Gallagher appointed as broker	City					
Broker of Record (BOR) letters are prepared	City					
Request list of insurance contacts	Gallagher					
Send BOR letter & letter of introduction to each insurance contact	Gallagher					
Provide each insurance contact a service team list	Gallagher	Gallagher				
Meet with your risk management team to agree on broker transition strategy		City & Gallagher	City & Gallagher	City & Gallagher	City & Gallagher	City & Gallagher
Your risk management team supplies copies of present policies, binders, applications, and information on open items			City	City	City	City
Call and/or meet with your carriers to review any potential service issues and/or open items and initiate policy analysis			Gallagher	Gallagher	Gallagher	Gallagher
Initiate a thorough analysis of your operations, potential exposures, underwriting information, open claims, etc.			Gallagher	Gallagher	Gallagher	Gallagher
Complete an in-depth analysis of your present policies including limits, retentions, policy form, and endorsements			Gallagher	Gallagher	Gallagher	Gallagher
Take action to correct identified open items and coverage deficiencies					Gallagher	
Follow-up meeting for status report on transition						City & Gallagher
Formalize timeline for renewal services						City & Gallagher

Our most productive client relationships are based on our participation with the client stakeholders for planning, preparation and execution. Our team will be an extension of the risk management professionals at the City providing resources, training on topics related to risk, insurance, loss control, contractual risk and claim management.

Once selected as your broker, we immediately initiate our transition service plan. Our Partnership will start with a strategic transition meeting that would be held as soon as practicable.

At the same time, we will be focused on understanding the City's personnel, culture, operations, communication expectations, internal risk management practices, loss history, goals and objectives, so that Gallagher and the City can better define our short and long-term goals.

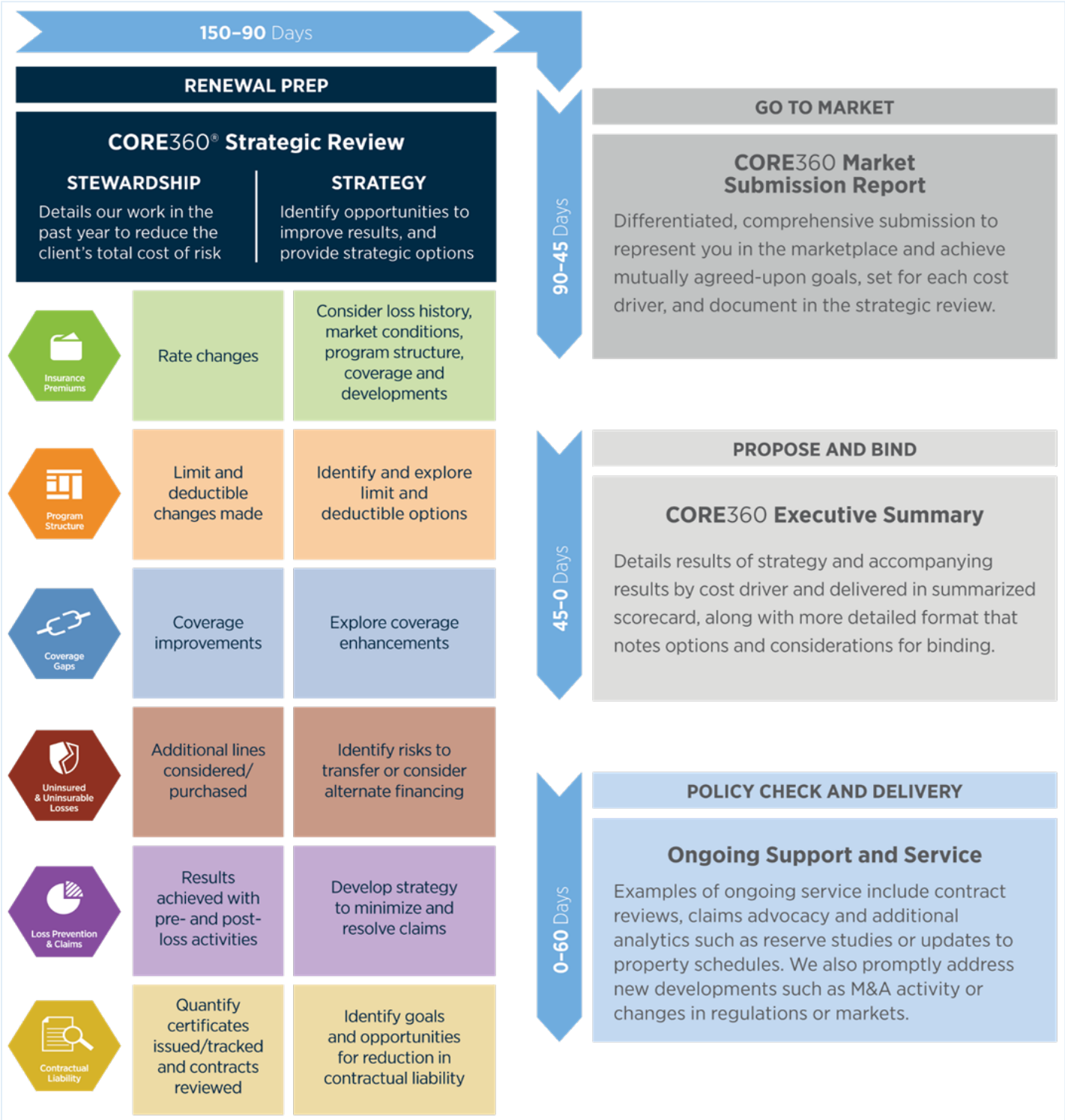
During this time frame we will:

- Complete a thorough coverage review
- Review claims management guidelines
- Audit historic claims, review for accuracy and impact on underwriting decision making
- Detail current and historical loss ratios
- Discuss the City's overall appetite for risk
- Arrange meetings with key underwriters
- Benchmark coverage, limits, and premiums against peer organizations

The Gallagher team for the City of Spokane is a strong proponent of client/broker cadence calls. For many of our clients, these recurring calls are held monthly. As we get closer to renewal time, the cadence is increased to bi-weekly. We maintain an open items agenda or spreadsheet wherein we discuss and keep track of pending tasks, new plans, strategic goals, upcoming trainings, carrier meetings, etc. Keeping the partnership and communication ongoing on a regular cadence greatly improves overall success.

Commencing in mid-2025, we will work to our **CORE360®** timeline below, starting at least 150 days in advance of renewal. In this way, we will begin with a review of your risks and market conditions to set goals for renewal outcomes, and to strategize our marketing approach to insurers.

CORE360 RENEWAL TRANSITIONAL TIMELINE



3.4 MANAGEMENT PROPOSAL

- A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services and with specific content including the following:
- Public Sector. Relevant insurance placement, account handling experience and client references shall be presented in detail, with all experience cited to be recent and to have been performed, to a considerable degree, by members of the proposed account team. Emphasis shall be given to identifying comparable services for public sector organizations. For each client reference, a brief description of services provided, when provided, and name, title phone number, and email address of the principal contact person should be shown. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City’s discretion.

Gallagher started as a single office in Chicago and has grown to a publicly traded global organization with more than \$11.3 billion in adjusted revenues, 970-plus offices globally, more than 56,000 team members with service capabilities in 130-plus countries. Our business units and subsidiaries provide the full spectrum of specifically tailored risk management products and solutions for complex operations. Gallagher became a publicly traded company in 1984 (NYSE: AJG). Gallagher’s history is a compelling story of the insurance business; to learn more visit ajg.com/us/about-us/. Our most recent financial report can be found on our website <http://www.ajg.com> under the “Investor Relations” tab.



Gallagher’s flexible structure and entrepreneurial approach sets us apart from our competitors. Gallagher is built upon a client service model unencumbered by management bureaucracy. Our executive management team and leaders across our organization are brokers who remain engaged with clients and bring value to our clients’ risk management programs daily. Our flexibility and personal touch with servicing and marketing allows us to focus on meeting our clients’ needs, rather than corporate mandates.



As one of the world’s leading insurance brokers, Gallagher plans and administers a full array of insurance, risk management, self-insurance, claims management and employee benefits products and services through specialized companies whose operating units are illustrated below. These companies can be accessed anytime the resources are needed to serve our clients.

Gallagher's Public Sector Practice

Gallagher is uniquely poised to provide brokerage and risk management services to the City of Spokane a result of our large practice in the public sector. We are very familiar with the challenges that you face with your operations and understand the need to be responsive to a governing board, the public at large and your constituents. Gallagher's resources outlined in this response will ensure that the City has the resources needed to manage risk. We will work as your partner, becoming an extension of your risk management team, to keep you moving in the right direction. Public sector risks are complex and continually evolving. Whether cyber security, law enforcement, employment processes, keeping workers safe, safeguarding public property, managing public expectations and more.

With more than 42 years of experience providing brokerage and consulting services to public entities, we understand the complexity of operations and the burgeoning list of exposures. We have expertise in every line of public entity coverage and with every available market worldwide.



SUPPORT FOR OUR CLIENTS

Gallagher's overall focus is to improve our client's specific risk profile with the end goal of:

- Lowering insurance costs
- Providing coverages that address current and potential risks
- Expands the pool of insurance companies
- Allows you to strengthen your bottom line/budget

Gallagher does so much more beyond placing your insurance policies. Our consultative approach to our client's insurance programs is paramount to our success and the success of our clients. For example, our Public Sector Practice Group created a Risk Transfer Manual for our clients. This document provides step by step instructions and templates for managing contracts and certificates of insurance. Our consultation goes beyond the day to day "what if" scenarios that come our way. We are proactive in our outreach through our subscription center, newsletters and bulletins as well as industry segment webinars.

We provide consultative assistance to your various departments on risk related issue to include contracts, projects, programs and other circumstances as they may arise. We understand that our team needs to be very timely in response to your department's questions and concerns with activity happening all over the city.

With the strength and knowledge of our Public Sector Practice Group, we have access to a wealth of experience and information. If the City of Spokane is looking to implement a new best practice surrounding one of your risk areas, no need to start from scratch. Our specialists within the practice share templates, experiences and materials to support your initiatives.

Public Sector Client Success Stories

- Client carried standalone Property and Liability Terrorism coverage for several years. We provided options for increased limits for Active Assailant Coverage. We successfully negotiated an increase in limits for Liability Terrorism without any additional premium to match the separate limit for Active Assailant.
- Client has a large property placement made up of 4 primary carriers with a complex tower to build up to the full limits of the program. During post renewal quality review, it was determined that one of the four primary carriers included a Mold Exclusion. We were successful in negotiating removal of the exclusion without any increase in premium.
- Successfully negotiated with carriers to include policy language approving client preferred defense firm rather than panel counsel.
- With the continued pressure on the Public Sector in the Cyber space, the Gallagher team developed a FAQ document and checklist for Cyber Securities Services providing answers to such questions as what is MFA, where can one get it & how much does it cost? What is Air Gapping, Endpoint Detection and Response and how do they work? Our clients have shared this FAQ and checklist out to their IT managers and as a result our client was able to facilitate compliance throughout their organization well ahead of their upcoming cyber renewal.

In Section B we have provided a sample list of our clients and our specific client references.

- **Alternative Risk Financing. Review and evaluation of other means of risk financing such as captives, pooling programs, etc.**

Artex, a wholly owned subsidiary of Arthur J. Gallagher & Co., is the world's third-largest captive management firm, formed in 1997. With over 550 employees serving over 2,000 clients across 35 domiciles globally, taking part in single-parent captives, group member-owned captives, segregated cell companies, and specialty risk programs, we are well-positioned to meet any client's alternative risk needs.



Ryan Santacrose on our team will lead the captive option commencing with a timely discussion around the feasibility process by meeting with the City to explore:

- Risk Appetite and risk tolerance
- Limitations with current commercial insurance
- Current or anticipated future unmet risk needs
- Other reasons for seeking a captive as a risk solution

Throughout 2025, Gallagher will perform due diligence to determine the feasibility of the City of Spokane joining a pool taking into consideration the terms and conditions, premiums and other costs/fees as well as requirements of the City to maintain member status (required trainings, conferences, adoption of the pools best practices surrounding risk management and claims handling, etc).

- **Understanding & Program Development: Developing a complete understanding of the Client's areas of exposure, and consulting regarding short and long term solutions. Attending Client Management Meetings when requested.**

Gallagher's transition plan in preparation for your January 1 renewal is all about your Risk Profile. The five steps that we will undertake together are detailed here.



1. **Historical Analysis** – We review your specific data to the extent available, this includes loss data and exposure data, but also actuarial reports and financials. Your expert Gallagher team directly handles multiple public sector agencies, and pulls from our national resources headed by Dorothy Gjerdrum to gather actionable insights regarding how your data stacks up against your peers both in the insurance marketplace and concerning retained risk. The analysis of this is not done in a vacuum, we understand jurisdictional impacts as well as the constant evolution of how the public sector is viewed by the populace it serves.
2. **Discovery** – We then meet with your team to go over our findings from step one, but also because we understand that data can only tell a portion of the story. As we become more and more trusted advisors, our value only grows. Initially, we might discuss concerns over high-risk departments – law enforcement, but over time we begin pulling back layers to understand where your greatest risk points exist.
3. **Assessment and Prioritization** – Our team understands that the City only has so much capacity to manage risk and while we hope to maximize the impact and integrate our resources to help with that burden, we must also focus that capacity on those items with the most impact on risk. We will work with the City to identify those items that require both low effort and capital investment with the highest impact on reducing risk and those items, which are of the highest priority due to the risk impact on the organization.
4. **Detailed Action Plan** – Once the risk priorities are identified, we work with the City to create a detailed action plan of how to leverage internal, Gallagher and third-party resources as applicable to address those risks. This action plan will identify specific areas of concern, strategies to mitigate those concerns, responsible parties and firm deadlines for resolution. Recognizing that some issues take significant time to resolve, this action plan can become a standing items in your yearly strategic plan with an evergreen focus on risk mitigation and improvement.
5. **Winning Market Submission** – This is where our efforts are verified by the marketplace. A clean executive summary and package of necessary underwriting information goes out to the underwriters in contrast to 99% of submissions which are a medley of attachments. This allows your submission to expedite to the top of stack for underwriters as it explains why the City of Spokane is a best-in-class risk and as such, deserves best-in-class pricing and increases competition in the marketplace to write your business. By including our detailed action plan to improve your risk profile, this shows your commitment to improving your risk profile and increase the willingness of underwriters to get aggressive. Once the underwriters have reviewed this information, at the end of the day, no one can tell the story of how the City manages your risk better than you, so we will coordinate underwriter meetings, lunches or dinners, to build relationships and solidify those that will drive down cost.

Please mark you calendars for June 1-4 as Prima's annual conference will be in Seattle and Gallagher is a Platinum sponsor. During this conference, multiple marking meetings will be scheduled with domestic, London and Bermuda markets affording the City an opportunity to meet these markets and tell your story.

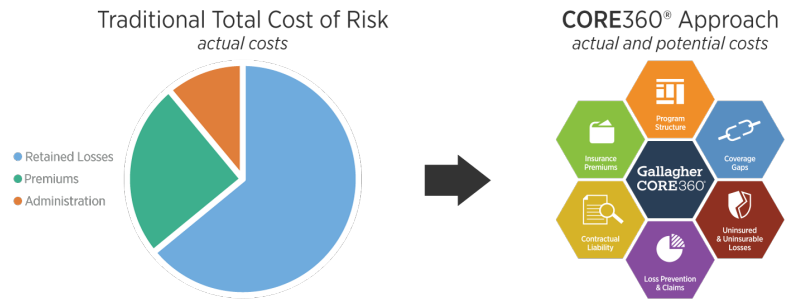
It is Gallagher's preference to attend milestone meetings in person with our clients. We look forward to collaborating and strategizing during the pre-renewal and renewal meetings in person in Spokane.

- **Annual Program Evaluation:** Annual evaluation in writing and presentation of existing insurance contracts and claims history along with making recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the Client.

CORE360® Approach to Reduce Total Cost of Risks

CORE360® is our comprehensive approach to evaluating our client's risk management program. It leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total risk.

As a part of our **CORE360®** approach is the Strategic Review (our pre-renewal document) and the Executive Summary; presented at renewal. Please refer to our renewal timeline on page 10. Each of these documents will address the existing insurance contracts and claims history along with recommendations for changes to your insurance program



As illustrated below, we're on a journey to change the way organizations like City view the purchasing and administration of their insurance and risk management programs. Unlike the traditional total cost of risk conversations, we consult with you to understand your actual and potential costs and the strategic options to reallocate these costs with intelligent, actionable insights. This will empower you to know, control, and minimize your total cost of risk and improve your profitability. Many insurance providers talk about an organization's total cost of risk. Still, very few put it into a perspective that is geared towards ease of understanding and use for the client.

You deserve a partner that will continually deliver a consistent approach that effectively manages and addresses the six cost drivers of your risk management program to drive down your total cost of risk. Deploying our comprehensive **CORE360®** approach to your organization, Gallagher will help you understand all risks and associated costs that your organization currently faces, provide actionable advice, and deliver world-class service and support to help develop a program that minimizes your total cost of risk.

Why is the Gallagher approach different? Rather than focus solely on costs and premium, Gallagher's approach takes into account six total drivers in order to get a complete picture of risk and the costs to your organization. In the complex world of City, it's not enough to simply identify loss trends, and offer varying renewal solutions. Given the size, scope, and complexity of your organization, it is also not acceptable to merely use a basic "understanding of" to place policies. Gallagher offers more.



CORE360 SCORECARD

To effectively and efficiently manage our overall commitment to the City of Spokane's Risk Management Program, our **CORE360** scorecard, shown to the right, was developed to provide our clients with a snapshot of how we have affected the total cost of risk over time by monetizing the cost of risk changes by the cost driver.

The Gallagher team will review the scorecard metrics in detail with the City with an open and honest discussion that builds a framework of mutual success. There should never be any surprise to the City or Gallagher when evaluating performance against the scorecard. This is a continuous measurement that drives an environment of accountability and success.

- We proactively manage your renewal cycle, delivering a predictable timeline that creates time for thorough decision-making.
- You play a role in this, too – we are asking for more information in an earlier timeframe so that you receive the best outcome every time.

Executive Summary & Strategic Review

We outline our recommendations and present side-by-side comparisons of program options such as coverages, sub-limits, exclusions or limitations, and premiums through our **CORE360®** Executive Summary and **CORE360®** Strategic Review documents to ensure City has the best information available to aid in decision-making. The **CORE360®** Executive Summary accompanies your proposal and highlights the critical decisions needed, available options, and our recommendations.

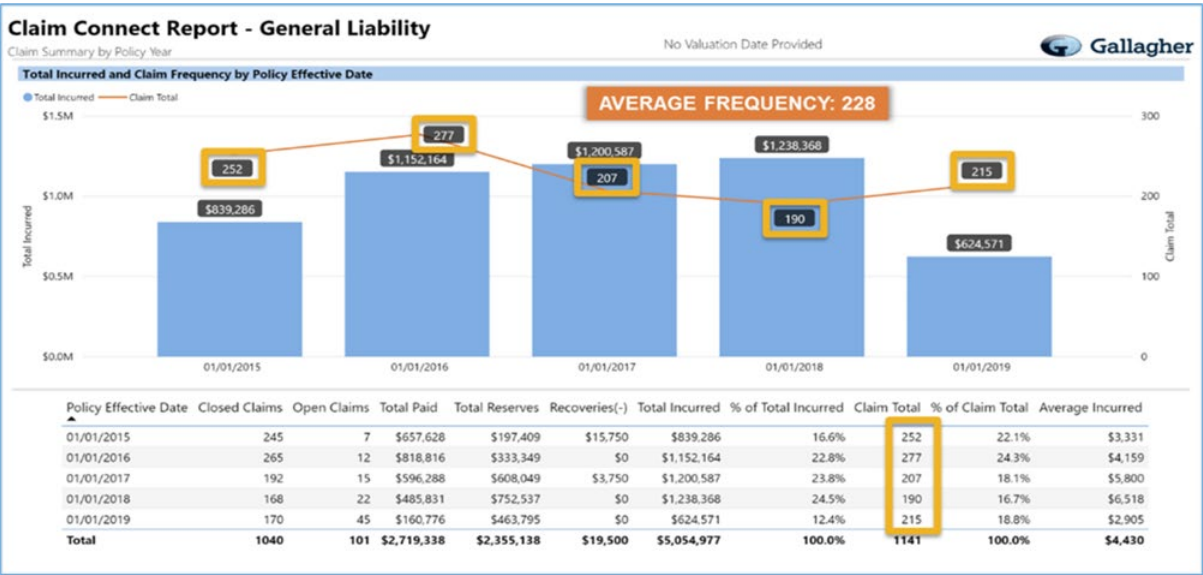


The **CORE360®** Strategic Review is presented at our pre-renewal meeting and aids in strategy development for the upcoming renewal. Our detailed timeline is client-focused to ensure we're continuously evaluating your program, adjusting our strategy, and regularly communicating new developments. Our pre-renewal checkpoint meetings include updates on the following:

- State of the insurance market and analysis of rate trends by line of coverage
- Risk and exposure updates
- Achieved results and strategy-setting by cost driver
- Anticipated market changes and potential impact on your program

CLAIM ANALYTICS/ CLAIM CONNECT REPORT

Our casualty analytics use Gallagher's proprietary data as well as industry best practices to benchmark your program. This process allows us to identify areas of strength and opportunities for improvement. We also benchmark your losses against our industry-leading claims database to make specific recommendations on your risk management program. We suggest loading your WC claims data and your liability and property claims into the platform for an enterprise-wide view of your loss experience.



- **Market Analysis: Preparation of market analysis and forecasting by insurance line prior to each renewal.** Analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction. Making conclusions on most advantageous insurance markets from the standpoint of cost, service, coverage and security.

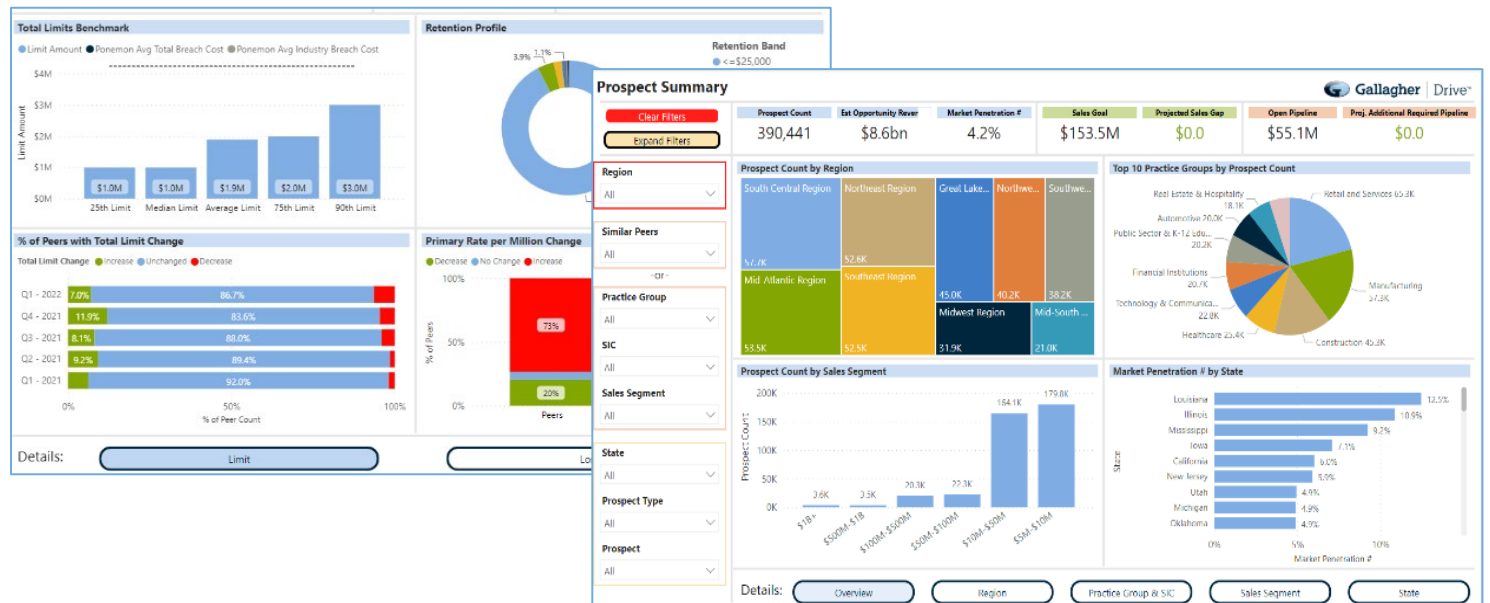
Within our **CORE360®** comprehensive approach to evaluating our client's risk management program is our Strategic Review report which we prepare 150 days prior to renewal and includes Gallagher's most current market analysis.



Our Strategic Review report will also include our budget projections by line of coverage. Gallagher's market intelligence is superb; we are in front of carrier appetite changes, whether jurisdictional or other circumstance has created a change; for the better or worse. Gallagher's corporate Solvency Committee monitors carrier finance status on a daily basis. Only companies which meet Gallagher standards are considered for placement.

Within our Gallagher Drive Platform, we leverage our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total risk. We will deliver quantitative and qualitative measurements/metrics to help the City team make informed decisions on which risks to retain and which risks to transfer. We will illustrate and demonstrate how City can secure the most flexible and cost-effective risk financing program available in the global marketplace. Gallagher's Risk Services team has several analytic tools and processes to assist our clients in making informed decisions about their loss projections, allocating loss costs by location, risk planning and retention strategies.

Gallagher delivers powerful results through the combination of over 95 years of experience & power of data and analytics



- **Manuscript Programs: Identification of programs, products and insurers capable of meeting the Clients insurance and risk transfer needs. This includes special risk specific programs deemed advantageous i.e.: hydroelectric, wastewater treatment facilities, and waste to energy facility. Assisting in design of manuscript policy forms as needed. Preparation of bid specifications for markets capable of quoting on Client risks.**

Included on our team is Tyler Woolridge, Practice Leader with our Energy, Water and Utilities Practice. Tyler brings to the City of Spokane experience in working with Hydroelectric, wastewater treatment and waste to energy facilities. With this experience on our team and clear knowledge of the markets in this space, Tyler will take the lead as we evaluate programs and carriers to determine the best coverage, terms and pricing for your special risks.

If we find that the best option is to develop manuscript policy forms or manuscript endorsements to standard policy forms, our team will do so in order to structure insurance programs that provide maximum value to our clients. This means we have evaluated every word and know exactly what it means to our clients if a loss occurs. We design and negotiate our policies to assure that insurers fulfill their promise to pay in a fair, balanced, and expeditious manner.

This carrier list is a sampling of Gallagher's carriers, reinsurers and excess markets that are partners in our Public Sector and Energy/Water practices.

<u>CARRIERS (including Reinsurance and Excess)</u>		
<ul style="list-style-type: none"> • Aegis Limited • Affiliated FM • AIG • AIG Specialty • Allianz • Allied World National • Arch • Argonaut • Assurance • AWAC • AXAXL • Axis • Beazley 	<ul style="list-style-type: none"> • Berkley • Brit • Chubb Group • EIM • FM Global • Gemini Insurance Co. • Gen/Re (Genesis) • Great American • Hartford Insurance Company • Hartford Steam Boiler • Indian Harbor Insurance Co • Ironshore • Liberty Mutual 	<ul style="list-style-type: none"> • Lloyds of London • Markel • Midwest Employers Casualty • Munich Re • National Union Ins. Co. of PA One Beacon • Princeton E&S • RSUI • Safety National • Scottsdale Insurance Co. • Swiss Re • Travelers • Westchester Surplus Lines • Zurich

- **Marketing Client's Portfolio: Preparation of insurance marketing portfolio by working with Client to gather underwriting specifications, loss runs, values and data. Formatting a formal presentation of marketing to insurance markets and underwriters.**

THE TEAM THAT KNOWS YOU BEST MARKETS YOUR ACCOUNT

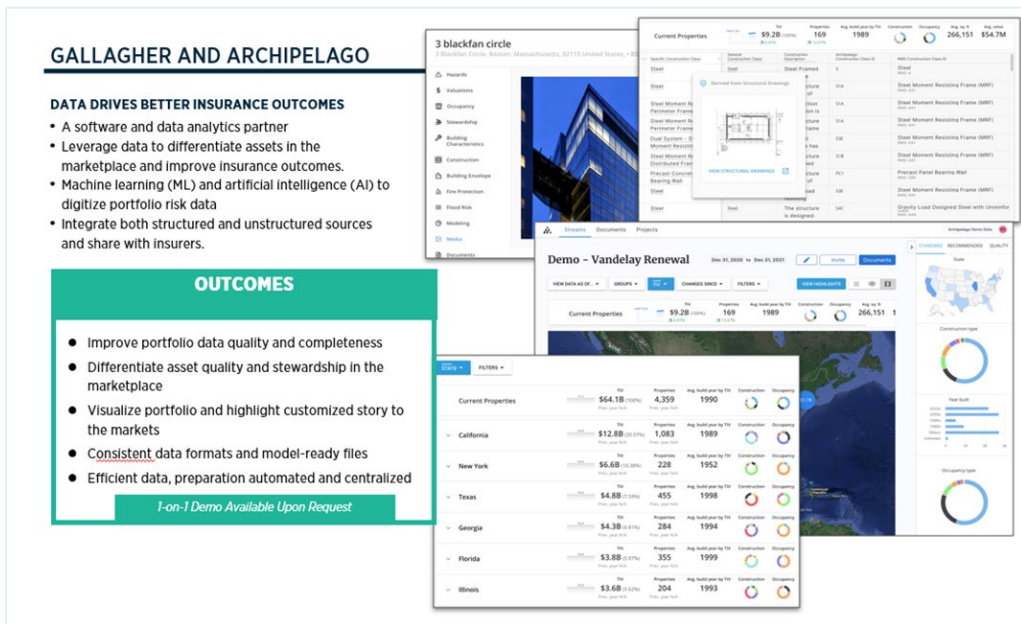
We pride ourselves on telling a better story, and we need your help to do it. The Gallagher team approach ensures that we cover the market effectively. Our marketing structure differs significantly from other brokers because Gallagher does not outsource marketing to a separate team that is detached and disconnected from your account. Instead, your core team, who oversees your account, are the same ones who will market your account, increasing the level of advocacy on your behalf. This difference, combined with Gallagher's outstanding market relationships and leverage, is crucial to telling your story to underwriters who are limiting their appetites in this hardening market and securing coverage for your risks.

Our marketing style is predominately determined in collaboration with our clients. Our process involves actively listening to your goals and objectives. Our approach is to present the positive aspects of your risk as well as the proactive steps you are taking to address any negative aspects.

Consistent, High-Quality Submissions with Archipelago

By providing underwriters with a complete submission that paints a clear picture of your organization, we make it easy for underwriters to determine their interest in writing the account. A high-quality submission, packed with relevant information, gets viewed more favorably.

We have found through years of experience that a technical underwriting submission and negotiation yields better results for our clients. For property, our **Archipelago** platform and the details provided to underwriters is favorably received. Underwriters recognize and appreciate the fact that submissions from Gallagher are comprehensive, detailed, and precise. We provide all of the necessary information to make an accurate assessment of the risks involved, along with an accurate representation of the client's efforts to mitigate and/or reduce risks for the benefit of both the insured and the insurer. As a result, the underwriters are often more aggressive when evaluating risks presented by our team because of their ability to completely understand your risk characteristics. A better understanding of your risk allows underwriting to decrease the risk margins embedded in their quotes.



ACCURATE DATA

In any marketplace, but especially in a hard market, ensuring that our data and information is correct, precise and provided to the market in a clear, efficient and timely manner is critical. This begins with you and the information you provide to us. We assist our clients in the information gathering process and ask the right questions to ensure the appropriate amount of data is shared with the market.

Gallagher Submit

The renewal process can be a tricky, time-consuming headache. We aim to change that. Gallagher rolled out a digital platform system called Gallagher Submit. Linked through our preferred software program, EPIC, Gallagher Submit is a portal that can safely house all the documents required for an upcoming renewal in one secure location.



When you're dealing with numerous documents – statements of applications, schedules of renewals, SOVs, auto schedules, etc. – it can be easy for things to get lost in the line of communication of back-and-forth e-mails, especially if there are multiple risk managers or client service members involved. Gallagher Submit allows you and your Gallagher team to work simultaneously during the renewal process while housing all of your renewal documents in one place. Each user receives a unique log-in that they can use to view, upload, and sign documents, then send those documents directly to the carrier. Your Gallagher service team can set up additional individuals if more people need access. A unique log-in and dual identification can be created to provide extra security and peace of mind.

The Gallagher Submit platform is intuitive and helps organizations:

- Save time
- Reduce manual data entry
- Avoid costly follow-ups
- Secure sensitive data

The best part of the portal is that it allows smoother renewals each year. Once everything is uploaded and logged, the process becomes about annual updates and changes, not starting from scratch. The true benefit is the ease of access year after year, cutting down on time, cost, and headaches.

- **Planning and conducting pre-renewal and renewal meetings which are expected and will be in person in the City of Spokane's main offices located at 808 W Spokane Falls Blvd, Spokane, WA.**

Yes, we prefer to have in person meetings in the City of Spokane main offices.

- **Access to Markets: Have access to global insurance markets and, when authorized by the Client, approaching appropriate markets on behalf of the Client to obtain pricing and coverage descriptions. Obtaining, when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities for each type of risk or risk financing structure.**

Market Access

Gallagher's market access is through our own organizations – through our wholly owned subsidiaries in the U.S., London, Bermuda, and Europe. Gallagher enjoys access to the global insurance marketplace without having to go through a third-party. This global access allows us to apply global capacity with speed and efficiency.

We only utilize outside agencies when access points to a specific program requires use of an MGA/MGU, (Managing General Agent/Underwriter), or if directed by a client to use a specific wholesaler.

Our wholesale brokers assist our retail brokers and other non-affiliated brokers in the placement of specialized and hard-to-place insurance. These brokers operate through more than 65 geographical profit centers located across the U.S., Bermuda, and our approved Lloyd's of London brokerage operation.

Gallagher opened its London office in 1974 and formed Arthur J. Gallagher International. In the U.K., we have a retail brokerage and underwriting operation for clients to access the Lloyd's of London and other international insurance markets, and a program operation offering customized risk management products and services to U.K. public entities. In Bermuda, we act principally as a wholesaler for clients looking to access the Bermuda insurance markets and also provide services relating to the formation and management of offshore captive insurance companies. We also have ownership interests in two Bermuda-based insurance companies and a Guernsey-based insurance company that operate segregated account "rent-a-captive" facilities.

MARKETING OF THE INSURANCE PROGRAM

Our team will present City's submission to the marketplace. Gallagher has a hands-on approach to marketing our accounts. Your insurance specifications will never be handed over to a marketing center for "processing". Your Gallagher service team outlined in this proposal will handle your account from start to finish. This means the people with the most knowledge of your account are the same people with the market relationships to get the job done. We have access to the right people, we know the marketplace, and know your account. We are in the best position to negotiate the best possible terms for your program.

MARKET LEVERAGE

Our size brings advantages to our client base, most significantly, our marketplace leverage. Our brokers and their clients receive increased attention from insurers when we approach them with a pricing need or special coverage request. Our senior leadership has open channels of communication with insurer leadership, bringing years of experience and deep relationships to bear on your behalf. Gallagher's Western Region Public Sector Practice has the honor of representing 1,070 clients with over \$367M in total written premiums. When Gallagher calls, underwriters pick up the phone.

FOSTERING PERSONAL RELATIONSHIPS WITH UNDERWRITERS

We will meet with key underwriters and loss control representatives early to discuss your account, our coverage and pricing objectives, and the timeline for the delivery of quotes. When possible, we like to bring underwriters to meet with you. These meetings are important in forming a personal relationship and enhancing mutual understanding between City and the carriers, allowing us to achieve the best possible terms and pricing. Throughout the marketing process, we keep our clients involved and interact directly with underwriters when needed. Relationships matter in insurance and stronger personal connections drive better results.

LIAISON WITH INSURANCE CARRIERS

Your Gallagher service team will act as a liaison between you and your insurance carriers as respects to all aspects of the program. We will act as an intermediary in all phases of account management from underwriting, to inspections, to loss control, to claims issues. Your Gallagher service team is always available to talk or to meet in person with City and/or the insurance carriers regarding any issues or concerns.

GALLAGHER'S FULLY INTEGRATED PLACEMENT MODEL

One area of differentiation amongst many large organizations is their ability to access a variety of forms of risk transfer capacity. Some clients opt to strictly transfer risk to excess insurers, others find benefits in the treaty or capital markets, and many choose to combine the benefits of multiple forms of capacity.

An important differentiator of your Gallagher placement team is we are the only broker to fully integrate all forms of capacity – direct retail, wholesale E&S, facultative reinsurance, treaty reinsurance, and capital markets – into a seamless access point for our clients.

The City can find comfort in knowing all forms of capacity were methodically accessed to determine the most appropriate mix of capital to accomplish your objectives.

Timeline & Standards

INITIATIVE	TASK	CRITICAL DATES
Pre-renewal Meeting & Program Analysis	<ul style="list-style-type: none"> Review goals and objectives with City Review market conditions Develop marketing plan/budget Review loss experience and develop claims analysis trend Make coverage recommendations Discussions with potential markets 	150-180 days prior to renewal
Exposure and Marketing Analysis	<ul style="list-style-type: none"> Prepare request for underwriting information Review marketing strategy including analysis of existing program and identify markets Review loss experience Review existing policy contracts Prepare underwriting submission and review with City Specifications to marketplace 	90 days prior to renewal
Program Marketing	<ul style="list-style-type: none"> Negotiations with markets to achieve best possible terms and conditions Keep City abreast of negotiations with carriers Discuss renewal terms with TPA firms Begin proposal assembling and process 	60 days prior to renewal
Final Negotiations/ Binding	<ul style="list-style-type: none"> Analyze all proposals and quotes from carriers Request revisions from carriers Finalize renewal terms with TPA Finalize proposal Presentation of proposal to City Place coverage upon City approval Issues binders, invoices, and Auto ID cards Meeting between City and strategic partners/ carriers 	30 days prior to renewal
Ongoing Support	<ul style="list-style-type: none"> Review policy from carriers for accuracy and request necessary endorsements Deliver policies to City Issue and review certificates on an as-needed basis Schedule quarterly review meetings 	Quarterly and continuous

- **Purchase Consultation: Presenting for the Client in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.**

CORE360® Executive Summary will be prepared and presented to the City's in person renewal meeting. Within this document we will outline the marketing results, by carrier, by line of coverage. Additionally, the document will detail the quote comparisons between carriers and underscore the differences; pros and cons and include Gallagher's recommendation for your insurance program. Our Executive summary will outline program performance; and for the City will include how your self-insured programs are performing against our analysis of the loss projections by line of coverage.

- **Policy Evaluation: Negotiating on the Client's behalf the details of insurance contracts with selected carriers or risk facility and auditing resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the Client. This includes verification of accuracy and adequacy of all binders, policies, policy endorsements, invoices and other insurance related documents prior to delivery.**

At Gallagher, we take a proactive approach to ensuring that all insurance contracts meet the highest standards of accuracy, compliance, and alignment with our clients' risk management objectives. Our team works diligently to negotiate policy terms and conditions with selected carriers, ensuring that coverage structures reflect our clients' unique needs.

To further ensure a quality work product and client satisfaction, we use the following tools:

- Marketing Checklist – Outlines our standard activities for your underwriting submission
- Proposal Checklist – Ensures accuracy across 70 points, including the A.M. Best's rating of carriers, presentation of coverages, coinsurance, and claim reporting requirements. Contains precise notation of policy exclusions and valuation clauses as well as an outline of claims-made provisions, rating basis (if applicable), and any TPA provisions
- Policy Checklist – Compares the policy or reinsurance agreement with the proposal including accuracy of named insureds, premiums, coverages, limits, deductibles, schedules, classifications, surplus lines requirements, claims-made requirements
- Branch File Audit – Confirms internal procedures have been followed such as proper countersignatures, licensing, solvency requirements, policy setup, and checklists
- Annual Service Plan – Documents our agreed-upon goals for the policy year
- Corporate Audit – Reinforces our Professional Standards/Standards of Excellence requirements for uniform procedures throughout the corporation

We understand the importance of following through and delivering on our promises. From pre-renewal strategy meetings to the Executive Summary meetings, we commit ourselves to high professional standards. Gallagher has a comprehensive Standards of Excellence manual that sets out policies and procedures to facilitate client service excellence in all our risk management consultations and to ensure high-quality service is consistently delivered time after time. Our teams are regularly audited to these standards.

Our commitment to service excellence ensures that every aspect of your policy—from negotiation to final execution—is handled with precision, transparency, and alignment with your overall risk management strategy.

- **Insurance Certificates: Providing certificates of insurance, verification of coverage or financial responsibility as needed by the Client to satisfy lessors, contractors and other parties from whom the Client seeks services. This includes vehicular “proof of liability insurance” as required by law.**

Within our **CORE360®** comprehensive approach, Contractual Liability is one of the six cost drivers that is impactful to your total cost of risk. Gallagher technical services standards require certificates to be issued within 24 hours with the option for rush certificates in 2 hours. Our service teams will evaluate all certificate requests to verify that the coverage in place for the City matches the request. Certificates of Insurance can be requested directly to the Client Service team or through GallagherGo.

Technical Service Standards	Within:
Return phone calls	Same day or within 24 hours
Issue invoices and related documents	8 work days of binding coverage or final terms are confirmed
Incorporate policy changes	Date of receipt or date coverage needed
Issue certificates	24 hours of receipt or as needed
Process endorsements	10 work days of receipt from carrier
Process agency bill audits	7 work days of receipt from carrier
Issue auto ID cards	24 hours or as needed
Check policies	Check 90 work days of effective date; deliver them within 10 work days of checking

The Gallagher Go Service Portal simplifies access to information and self-service tools to streamline support for your insurance and risk management program - anywhere, anytime. It allows for secure, real-time collaboration between City and your Gallagher team.

Clients can be authorized to issue certificates when needed, giving your team full access to process certificates whenever necessary. The Gallagher Service Portal allows you to provide immediate issuance, dramatically reducing wait time and keeping your operations moving.

Once a part of the Gallagher team, we will set up training on how to access all the features within Gallagher Go.

Managing Incoming Certificates of Insurance with Gallagher Verify

There is more to managing compliance than just collecting your third-party vendors' certificates. Gallagher Verify, located within the Gallagher Go Client Portal, ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations. *Gallagher Verify incurs an additional fee.*

PROTECT YOUR BUSINESS FROM UNKNOWN RISK

Gallagher Verify tracks everything you need to keep your company organized, compliant, and properly protected. Clients can take advantage of our intelligent technology, giving you the freedom to focus on your day-to-day operations. Among its features:



- Mobile-friendly with easy-to-use Cloud software
- COI and document verification
- Automated noncompliant and COI renewal request notices delivered directly to vendors
- Vender portal for submissions and documents
- Historical custom compliance dashboards charts and graphics to manage trends
- Ongoing monitoring of A.M. Best insurance carrier ratings
- Custom reporting on 100% of system date fields
- Exposure collection e-mail form building for obtaining location assets, statement of values, and COPE information
- Industry-specific software configurations
- Location contact management equipped with fluid task assignments for safety audits and inspections
- Claims consolidation and management for analytics
- Call center for quick answers to client and vendor questions
- Integration with other third-party systems

PURPOSE OF GALLAGHER VERIFY

- Reduces administrative spending associated with managing vendor compliance tasks
- Focuses on risk management services
- Provides a customizable multi-user cloud-based software that centralizes compliance document management
- Manages compliance trends by utilizing powerful reports and dashboards
- Creates a standard operating procedure to document compliance workflows and expectations
- Connects to our CORE360® initiatives

- **Special Event Coverage: Providing available special event insurance coverage for entities, organizations and persons performing temporary business within the auspices of the Client.**

Gallagher's market access includes carriers that specialize in special event insurance. We suggest we schedule time during the broker transition to gain a full understanding of the types and timing of these events, so we are proactive in obtaining the required coverage.

Of note, Gallagher offers a Diverse Vendor Program which is designed to give your suppliers the best insurance pricing, terms and conditions while also allowing them to meet your contractual insurance requirements that can hinder small, diverse suppliers from doing business with you.

The Diverse Vendor Access Program

Safeguarding your business and supporting meaningful impact

Working with diverse vendors and increasing supplier diversity spend is critical in today's business landscape. However, diverse suppliers face unique challenges in meeting procurement criteria, especially in obtaining the necessary insurance requirements to safeguard their businesses and clients.

That's why we've created the **Diverse Vendor Access Program**. This program is designed to give your suppliers the best insurance pricing, terms, and conditions while also allowing them to meet your contractual insurance requirements that often hinder suppliers from doing business with you.

How it works

We'll assess your vendor profile, coverage needs, supplier diversity, and procurement goals to design a tailored offering that protects your organization's assets. This also benefits your diverse and small business vendors by providing access to top carriers and premium products that meet your insurance risk requirements, aid their growth, and allow them to focus on serving your business needs for continued success.

Benefits of partnering with Gallagher

- Risk management solutions to protect your organization from financial risks by working with suppliers that meet your contractual insurance requirements
- Expanded pool of suppliers who are qualified to contract with you, which leads to more competition amongst suppliers, innovation, better services/products, pricing, terms, and conditions
- Helps meet or exceed your supplier diversity goals

- Strengthens your commitment to inclusion and diversity, as well as community engagement efforts
- Helps provide more meaningful job opportunities to local business suppliers

Added benefits for your small and diverse suppliers

- Access to a licensed team of small business insurance experts for strategic guidance
- Access to more insurance products and services with top-rated carriers
- Access to better pricing, coverages, terms, and conditions
- Protects their business and positions them for growth
- Able to meet your contractual insurance requirements and bid on more contracting opportunities

Partnering with Gallagher will not only help you meet your supplier diversity goals but also help you drive environmental, social, and governance goals. You can be confident that your diverse vendors will have the necessary insurance coverage to protect your business and theirs. Talk to your Gallagher representative today to learn more about how we can help you champion diversity and inclusion in your supply chain.

The Diverse Vendor Access Program is part of Gallagher's **CORE360**[®] approach to evaluating and optimizing a client's risk management program. It specifically addresses the cost driver of **contractual liability** by providing insurance consulting services to diverse vendors, enabling clients to work with a broader pool of diverse suppliers while ensuring adequate insurance coverage and minimizing risk.

- **Risk Transfer Contract Review: Providing consultation services for the Client as to risk related issues in contractual arrangements. Participating in and/or reviewing the transfer of risk where contractually appropriate.**

Contract reviews are a focus of our **CORE360** process and an important part of the service aspect of our business. With the City having a portfolio of vendor contracts with specific insurance clauses and requirements, along with other sections that affect your risk, Gallagher provides a contract review for all large clients. While we are not attorneys, we review them from an insurance standpoint. We will conduct reviews to identify risk areas, ensure your interests are being represented and your risks are covered according to your coverage terms.

Our consultative approach to our client's insurance programs is paramount to our success and the success of our client. An example of how we do so much more than placing insurance policies is the development by our Public Sector Practice Group of a Risk Transfer Manual. This manual provides step by step instructions and templates for managing contracts and certificates of insurance aiding in the education of contractual risk for our clients.

The contracts and agreements applicable to City are an important piece of your overall risk management program. We take a comprehensive review of your contracts, leveraging our experts across a series of practice groups – ranging from property and casualty to life sciences and distribution. During these reviews, we focus on the following areas:

- **RISK OF LOSS**
- **INDEMNIFICATION**
- **LIMITATION OF LIABILITY**
- **WARRANTIES AND PERFORMANCE GUARANTEES**
- **INSURANCE**

CONTRACT DISCLAIMER

Clients and prospects benefit from our expert guidance to ensure their contracts are compliant and reasonable from an insurance perspective, and to ensure that the insurance provision in a particular contract accurately matches the clients' current insurance limits. If a particular client requests Gallagher's review of indemnification language solely in connection with their insurance coverage, we can also provide that review by individuals qualified to do so.

- **Loss Documentation: Providing support when requested in preparing proofs of loss or claims reports and assisting in obtaining loss settlements from insurers.**

CLAIMS ADVOCACY

Within our National Risk Control Practice is housed our claim advocates. Our claim advocacy approach includes working with our clients to develop an appropriate strategy and service plan based upon loss analysis, corporate objectives, internal resources, and identified priorities. The development of that strategy is a critical priority early in any new client relationship.

PROACTIVE APPROACH

Our claim advocates are assigned based on the type of claim. Our claim professionals are experts in property, liability, workers compensation, employment practices or cyber, to name a few. We look forward to learning more about your internal claim management resources and procedures and working relationship with your liability claims adjusting firm. Together, we can work to identify strategies to streamline the claim process and improve outcomes.

We can provide technical expertise in all aspects of the claims discipline for all lines of coverage brokered by Gallagher. Our job is to ensure you receive the highest level of service from your carriers and that coverage is interpreted in your best interest. We address your coverage questions as they arise and aggressively advocate on your behalf when necessary. ***We also intervene on claims involving coverage issues and reservation of rights letters, advise on selection of defense counsel, and work with claims adjusters to pursue the best defense strategy***

- **Catastrophic Claims Management: Providing catastrophic claims management consultation, evaluation and service.**

Our claims consultants will assist in the evaluation and strategic planning of high exposure and complex claims. In addition to our claim advocates in the various specialties, Julia Holt our Western Region Claim Advocacy leader possess the high level of claims expertise and knowledge to solve problems and deliver optimal results. Once these claims are identified, our claims team immediately engages the adjuster and, if required, upper management. We continue to consult on the claim until it is resolved as efficiently as possible with the best possible outcome.

CATASTROPHE CLAIMS CENTERS

Gallagher utilizes our network of U.S. Claims Centers to aid our clients during natural disasters such as wildfires, earthquakes, hurricanes and other catastrophic events like power outages or active assailant situations. We offer assistance in reporting claims, provide guidance, and offer continuous support throughout the claim resolution process. To ensure our clients receive the support, we extend our hours of operation and assign a dedicated team of claims professionals as the primary point of contact for clients affected by the event.

- **Property Valuation & Inspection: Suppling or making available associated risk management services including basic property valuations, loss control consulting and inspection services.**

PROPERTY VALUATIONS

Effective management of financial and operational risk begins with accurate property valuation. If not done accurately, there could be serious financial consequences affecting your bottom line. Your Gallagher team has access to **Gallagher Bassett Services, Inc.**, Gallagher's subsidiary that provides appraisal services for clients. Gallagher Bassett representatives have the ability to complete a Marshall Swift estimate. However, this is contingent on the prospective client providing adequate information that will be noted on the Marshall Swift action plan. Once awarded as your broker, Gallagher will work with you to gain understanding of your building appraisal history, strategize a plan to meet the appraisal needs for the City and insurers then evaluate appraisal vendors (in addition to Gallagher Bassett) to determine the best option for the City.

LOSS CONTROL / SITE INSPECTION / ASSESSMENTS

Gallagher's National Risk Control team proposes continuing to support on-site assessments when possible to assess exposures in workers' compensation and liability risk. During these evaluations, the NRC team member will analyze analytical data for the location, including a history of losses with the City's risk management team. This review is intended to prevent similar losses from recurring in the future and to explain to your management team how such losses impact City's total cost of risk. After the inspection, you will receive a report of the findings and the "risk assessment code" (RAC) ranking attached to each finding to allow easy prioritization. Our NRC team can then help City make plans to best address each of the findings to reduce exposures and, ultimately, claims.

- **Loss Control Service: Providing consultation for training, safety, loss control, claims management and related topics in the area of risk management.**

Gallagher's National Risk Control team has more than 100 safety and risk control professionals to help City successfully manage and improve their risk program. Our consultants have extensive industry experience with Public Entity clients and understand the current and emerging risks, regulations, safety and health management systems, and specific operational exposures. We can help you implement risk improvement strategies that focus on human and organizational performance, leading to improving injury reduction outcomes. We do this by first gaining a specific understanding of your business goals and objectives, and we then create a program to complement your operations.

RISK CONTROL SERVICE OFFERINGS	
SITE RISK ASSESSMENT	<ul style="list-style-type: none">• Site risk assessment comprises reviewing operations, identifying potential risks/hazards, and recommending corrective actions. Some services Gallagher can provide include:<ul style="list-style-type: none">- Help develop a gap analysis that allows your risk management department to compare existing programs to your internal standards/best practices.- Provide technical support for the risk management team in areas of safety and risk concerns.
RISK/SAFETY EDUCATIONAL TRAINING	<ul style="list-style-type: none">• Develop/conduct safety educational training for managers, supervisors, and employees. Some services Gallagher can provide include:<ul style="list-style-type: none">- Work with the City's risk management team to determine where specific training may be required.- Help develop a safety training matrix or review the existing training matrix.- Conduct risk/safety training through a virtual platform.
PROGRAM CONSULTATION	<ul style="list-style-type: none">• Program evaluation, assessment, and recommendations for various operational risks. Some services Gallagher can provide include:<ul style="list-style-type: none">- Assist the City safety team in enhancing the mission and scope of activities.- Review existing safety and health procedures and provide recommendations to enhance these procedures.- Review City's fleet safety program and compare the program to the best standards of practice.
SPECIAL PROJECTS	<ul style="list-style-type: none">• Client requested services for emerging risks or concerns. Examples include:<ul style="list-style-type: none">- Collaborate with insurance carrier risk control consultants.

SUPERVISOR DEVELOPMENT SERIES

The City will be able to access Gallagher's exclusive complimentary Loss Control Webcast Series, now available on demand. Watch recordings when it's convenient for you, regardless of work schedules or time zones. Each 45- to 60-minute session highlights key concepts, tools and resources relevant to your organization. Viewers can look forward to broadening their safety knowledge and learning useful, timely strategies to improve and promote safety within their facility.

From a training and assessment standpoint, our NRC group provides a wealth of knowledge and tools for your training and evaluation programs. We recommend that we set time aside to formulate a short term and long term plan around your risk control needs.

RISK CONTROL TECHNOLOGY TOOLS

Gallagher continually develops resources for our clients to mitigate their total cost of risk (TCOR). We deliver a variety of safety and risk control training on multiple platforms, allowing maximum reach to employees. Options include using "live" webinars, electronic newsletters, and face-to-face training when possible. The training will focus on specific risk exposures to educate the City on preventing injuries or claims.

While face-to-face training is the most desirable, Gallagher's NRC team recognizes the logistical difficulty of providing such training for all employees. To address this issue, Gallagher offers a variety of virtual training courses.

Gallagher Safety Training & Education Platform (STEP)

Safety training programs and educational material for employees are critical for reducing losses and minimizing your total cost of risk. Gallagher STEP features online training to support your safety program, provide real-time access to your loss control plans, and keep employees updated with the latest safety standards.

The primary feature of Gallagher STEP is the safety training modules available to all employees within your organization, regardless of size or location. Managers and employees gain annual access to 10 training modules at a time of their choosing, with the opportunity to refresh the 10 modules annually. Depending on your risk management needs, courses can be opened and closed anytime. There is unlimited user access, no per-user fee, unlimited module access to allow real-time review, and additional modules from the 100-plus library, which can be added for a fee.

The currently available modules and descriptions list is over 25 pages long and can be provided upon request. Some popular modules:

- Sexual Harassment and Discrimination
- Slip, Trip, and Fall Training
- Electrical Safety Training
- Back Safety Training
- Blood-borne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

Modules are usually 15-30 minutes long and include a quiz at the end to ensure employee engagement. The one exception is the sexual harassment training, modified per individual state requirements. Certificates of completion can be generated for proof of attendance.



GALLAGHER STEP



Gallagher provides an extensive online safety information portal with:

- Skills development series
- Interactive discussions with on-screen or written exams
- Automatic email function notifies employees of training assignments with a direct system link
- Online resource tools, model workplace policies, procedures and forms available, plus human resources self-assessment tools, with the ability to add your own customized information

SUBSCRIPTION SERVICES



You will have access to Gallagher's subscription center and web-based training platform that provides the tools needed to effectively manage and train your staff, communicate important information related to safety and health, and enhance your overall risk management program.

Other Risk Control Resources:

- Risk Management Resources
- Emerging Risk Management Webinars
- Weather & CAT Bulletins

SAFETY ESSENTIALS TRAINING



- GetSET for supervisors helps build management skills and safety knowledge.
- Training can be delivered on-site or via internet in a live workshop setting.
- Workshop webcasts can be conducted to communicate safety problems and concerns.
- Participants can be divided into virtual breakout rooms to solve live concerns.

- **Loss Control Recognition and Incentive: Tracking and providing recognition and incentive to Client departments for loss control, safety activities, and achievement.**

Within our Gallagher STEP program, tracking and reporting of the participants' progress and completion is available on this user-friendly platform.

- **Analysis and Reporting: Providing assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.**

PROPERTY RISK ENGINEERING (ADDED-COST SERVICE)

Gallagher Property Risk Engineering (PRE) supports our property clients globally. Our Property Risk Engineers have specific expertise and will collaborate with you and your organization, as well as the carrier engineers and your property placement team, to develop a comprehensive property risk management plan that addresses your needs. Whether your organization is already a Highly Protected Risk (HPR), or seeks to improve your current risk rating, PRE can provide guidance and support.

PROPERTY RISK ENGINEERING SERVICE CAPABILITIES:

- Review insurance carrier recommendations; develop and negotiate alternatives
- Consult on risk mitigation measures to protect against natural hazards, including earthquake, windstorm, flood, tsunami, and brushfire
- Facilitate recommendation responses from client to carriers and vendors
- Manage third-party risk engineering and appraisal efforts
 - Client owns quality risk engineering reports and data suitable for marketing efforts
 - Property values will be accepted as true and correct in the property insurance marketplace
 - Details represented in the schedule of values (SOV) are correct and complete, allowing for accurate underwriting and the most favorable property insurance rates
- Evaluate Loss Expectancies and risk exposure analyses, including catastrophe modeling
- Ensure property loss control service plans align all internal and external parties in the delivery of consistent documents and advice
- Advise on applicable regulatory issues, code compliance, and pending code changes
- Participate in due diligence for acquisitions, construction, expansion and renovation
- Assist with design specifications and plan review process for construction projects to avoid costly change orders and delays
 - Site location selection
 - Building construction materials, including roof deck and cover design criteria, Insulated Metal Panels (IMPs), exterior cladding and glazing material selection
 - Fire protection design criteria and specifications for system type, piping, pumps, and other appurtenances
 - Special fire extinguishing and detection systems
 - Advice related to green energy efficiency initiatives
- Coordinate loss control activities to support all stakeholders and ensure agreed services are completed in a timely manner
- Coordinate regular meetings with the client's risk management and the property loss control team regarding site visits, recommendations, resolutions, open items, and changes
- Participate in select property risk engineering surveys to ensure alignment with client priorities, operations and personnel
- Assist risk management, local management and safety committees in staff training related to property risk control and fire protection

FINANCIAL ANALYSIS CONSULTING

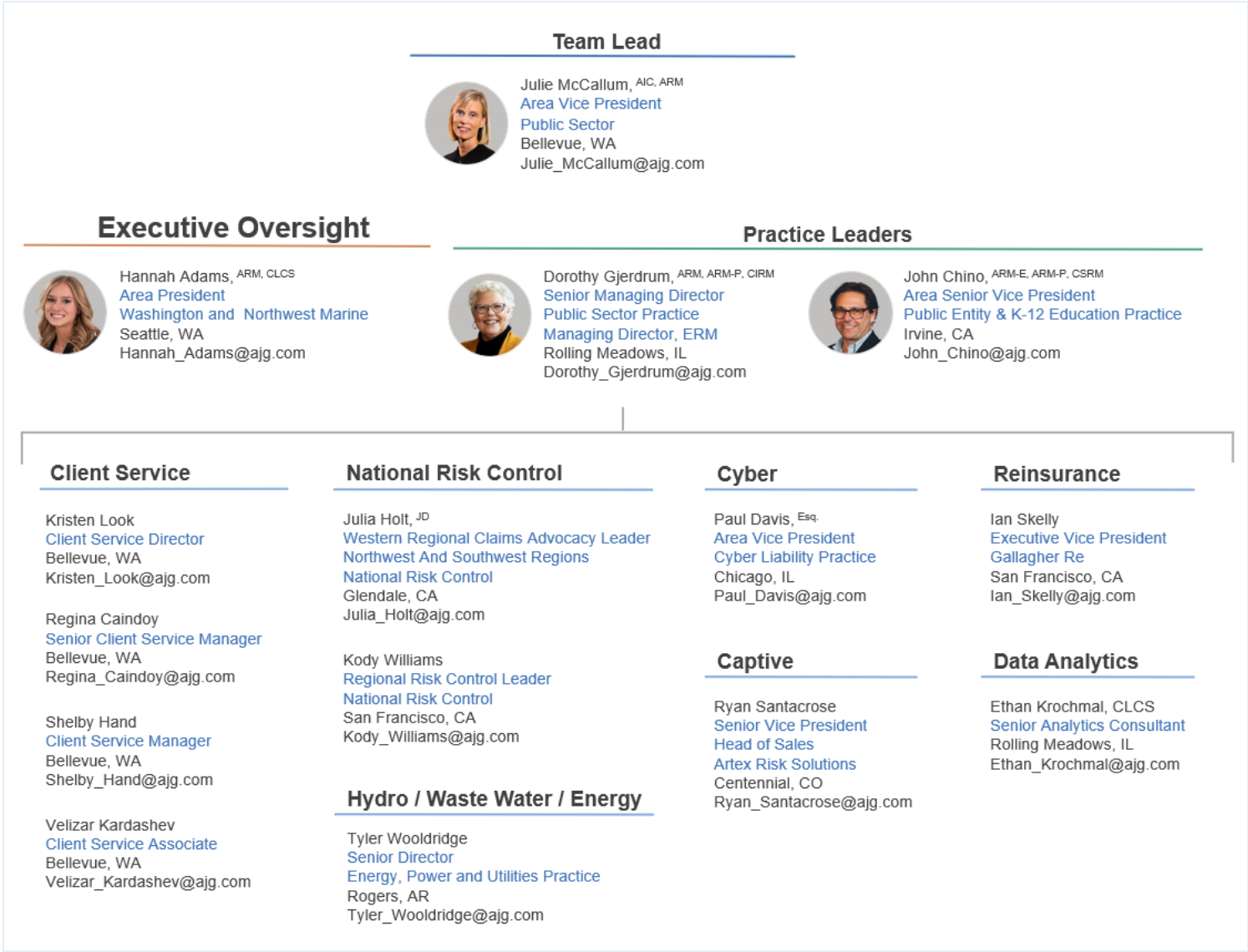
Our professionals will comprehensively review your risk management program by examining your loss history and trend factors. Examples of these services include:

- | | |
|--|--|
| • Benchmarking and trend analysis of client data | • Mod analysis, projections and validation |
| • Required reserve study | • Umbrella limit analysis |
| • Loss stratifications | • Collateral analysis |
| • Deductible threshold analysis | • Coverage limit analysis |
| • Loss projections | |



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Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include amount of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.



Gallagher Proposed Team Chart







Team Biographies

Team Lead	
	<p>Julie McCallum, AIC, ARM <i>Area Vice President, Producer Lead – Public Sector</i> <i>Bellevue, WA</i> <i>Joined Gallagher in 2004 / Started in Insurance in 1978</i></p> <p>Julie McCallum is a 35+ year property and casualty industry veteran and during her almost 20 years at Gallagher, she has partnered in the service and support of Public Sector risks and complex risk management accounts. She currently provides brokering services for large, complex property schedules and risks with extensive liability exposures. Julie works to develop risk management “best practices” for her clients which include claims management, risk control and data management. Julie has extensive background in workers compensation as well as high retention liability and property programs and data analytics.</p> <p>Julie is responsible for the Gallagher team and all deliverables. Julie began her career in 1978 and joined Gallagher in 2004.</p> <p>Julie has earned an Associate in Claims and an Associate in Risk Management designation. She is a member of the Risk and Insurance Management Society and the Washington Self-Insurer’s Association.</p>
Executive Oversight	
	<p>Hannah Adams, ARM, CLCS <i>Area President Washington and Northwest Marine</i> <i>Seattle, WA</i> <i>Joined Gallagher in 2018 / Started in Insurance in 2017</i></p> <p>Hannah Adams is the branch manager for Gallagher’s Washington and Northwest Marine offices. She provides leadership to the production and service staff while aiding businesses with technical knowledge, brokering assistance and placement of their insurance policies. In her role, Hannah drives organic growth, ensures client retention, recruits and nurtures producers, and identifies and secures new merger partners.</p> <p>Before transitioning into the area president role, Hannah specialized in providing property & casualty insurance brokerage services for nonprofits. She was responsible for providing risk management support while assisting her clients with controlling and minimizing the total cost of risk. Hannah also ensured that her clients had the appropriate coverage. Hannah worked to connect resources needed, addressed coverage-related questions, assisted in marketing efforts, and maintained effective communication channels between clients and insurance carriers.</p> <p>Hannah completed Gallagher’s Summer Internship Program in 2017. Upon completion, Hannah accepted a full-time position with Gallagher in 2018 where she worked with Gallagher’s Nonprofit and Higher Education Practices before becoming area president.</p> <p>Hannah received a bachelor’s degree from Florida State University. She’s earned her Commercial Lines Coverage Specialist (CLCS) and Associate in Risk Management (ARM) designations. Hannah received the Power Broker award and earned the 2021 Rising Star award presented by Risk & Insurance magazine for the nonprofit sector. She is a constituent member of the Overseas Security Advisory Council. She’s also a Red Cross Volunteer and Junior Achievement Volunteer</p>

Practice Leaders	
	<p>Dorothy Gjerdrum, ARM, ARM-P, CIRM <i>Senior Managing Director, Public Sector Practice Managing Director, ERM</i> Rolling Meadows, IL Joined Gallagher in 1999 / Started in Insurance in 1989</p> <p>Dorothy Gjerdrum leads Gallagher's ERM consulting group, overseeing the development of ERM resource material consulting for K12 education, higher education, public sector and nonprofit clients. Her ERM clients include the San Francisco Unified School District, Idyllwild Arts Foundation, University of California system, University of Cincinnati, Johnson County Community College District, and San Diego Zoo Global.</p> <p>Dorothy began her career in 1989 and joined Gallagher in 1999. She has public sector risk management and insurance experience and leads Gallagher's Public Sector and Enterprise Risk Management practices. A recognized national expert on ERM, she helped develop international standards on risk management as a member of the U.S. Technical Advisory Group to ISO 31000 and served as the group's chair from 2008 to 2014.</p> <p>Dorothy received a bachelor's degree at St. Catherine University. She has earned an Associate in Risk Management, an Associate in Risk Management for Public Entities, and a International Certificate in Risk Management designation. Dorothy is a member of the Public Risk Management Association, the Risk Management and Insurance Society and the University Risk Management and Insurance Association. She is also involved with the ISO 31000 Standard on the Practice of Risk Management – U.S. Technical Advisory Group. She is the recipient of the Power Broker Award presented by Risk & Insurance magazine in 2009 and 2012 and was a finalist in 2010 for the public sector category. Business Insurance magazine named her one of its Top 25 Women to Watch and Treasury & Risk magazine named her one of its top 100 leaders in finance in 2012.</p>
	<p>John Chino, ARM-E, ARM-P, CSRM <i>Area Senior Vice President Public Entity & K-12 Education Practice</i> Irvine, CA Joined Gallagher in 1983 / Started in Insurance in 1981</p> <p>John Chino works with clients to establish goals, strategies, marketing, and renewal activities. He participates in renewal meetings, and other meetings as may be necessary, coordinates the completion of actuarial studies, and assists with contract language, coverage agreements and other documents. John's areas of expertise include public entity property & casualty insurance brokerage, policy design/manuscript, market trends and strategy, self-insurance approaches, owner-controlled insurance programs (OCIP), and education and training specialists.</p> <p>John began his career in 1981 and joined Gallagher in 1983. He has specialized in public entities throughout his career. John has created at least eight coverage agreements for individual public entities and public risk pools. He has also helped create and implement group captives and single-parent captives for the public sector. John has formed over 18 self-insured pools in 10 states. His specialties include insurance placement, risk management program administration, and contract review.</p> <p>John received a bachelor's degree from the University of Southern California. He has earned an Associate in Risk Management for Enterprise Risk Management, an Associate in Risk Management for Public Entities, and a Certified School Risk Manager designation. John is a multi-year recipient of the Power Broker Award presented by Risk & Insurance magazine for the public sector category.</p>

Client Service	
	<p>Kristen Look <i>Client Service Director</i> Bellevue, WA Joined Gallagher in 2004 / Started in Insurance in 2004</p> <p>Kristen Look is responsible for the entire client service team supporting all clients in Gallagher's Northwest operation. Kristen is responsible for overseeing and delivering an outstanding client experience as well as responsible for exceeding Gallagher's professional standards requirements.</p> <p>Kristen also manages the day-to-day service on a select group of complex accounts, handling new and renewal account marketing, coverage comparisons and program performance analytics. She has 20 years servicing large, complex accounts.</p>
	<p>Regina Caindoy <i>Senior Client Service Manager</i> Bellevue, WA Joined Gallagher in 2022 / Started in Insurance in 2009</p> <p>Regina Caindoy is a Senior Client Service Manager with extensive experience with Public Sector clients. She is responsible for managing a portfolio of complex clients with large property and vehicle schedules along with layered liability programs. She excels in all areas of customer service with specific attention towards contract review as relates to insurance language and translates highly technical information for our client's understanding. Her responsibilities include assisting in the placement of new and renewal business, negotiating with underwriters and resolving policy and coverage related concerns.</p>
	<p>Shelby Hand <i>Client Service Manager</i> Bellevue, WA Joined Gallagher in 2021 / Started in Insurance in 2021</p> <p>Shelby Hand is primarily responsible in managing the day-to-day client and carrier needs to maintain and service insurance programs efficiently, timely and thoroughly. Shelby is skilled at researching client needs and identifying marketing strategies to ensure proper coverages are placed appropriately and in the best interest of the client.</p> <p>Shelby began her insurance career in 2022 when she joined Gallagher's Achieve Program from which she graduated early in 2023. Shelby was recognized during Client Service Appreciation Week as the Achieve Rising Star from the graduating class of 2023. Shelby's client focus is public sector; she currently supports many of our city and county clients.</p>
	<p>Velizar Kardashev <i>Client Service Associate</i> Bellevue, WA Joined Gallagher in 2023 / Started in Insurance in 2023</p> <p>Velizar Kardashev is responsible for assisting client service managers. He processes endorsements, audits, summaries and checklists for clients, and processes and tracks renewals. Velizar also handles policy checks and reviews, day-to-day client services, certificates, auto ID cards, binders, and invoicing.</p> <p>Velizar began his career when he joined Gallagher in 2023. He is participating in Gallagher's Achieve Program which is designed to develop the participant's career and build a network of peers. Graduates of the Achieve Program are promoted to client service managers.</p> <p>Velizar received a bachelor's degree from the University of Washington.</p>

National Risk Control	
	<p>Julia Holt, JD Western Regional Claims Advocacy Leader, Northwest And Southwest Regions National Risk Control Glendale, CA Joined Gallagher in 2021 / Started in Insurance in 2004</p> <p>Julia Holt is responsible for the oversight of and assignment to a team of regional claims advocates who collaborate with their clients and handle and monitor their complex and high-exposure claims. She consults with her clients regarding their claims and any coverage issues that arise to maximize their insurance recovery. Julia's experience spans numerous first- and third-party insurance lines, including property and casualty, management liability, cyber, crime, and media and entertainment-related policies. She also has experience with reinsurance.</p> <p>Julia began her career in 2004 and joined Gallagher in 2021. Before joining Gallagher, she accrued nearly 20 years of experience as a trial attorney representing insureds in negotiations, litigation, arbitrations, and mediations against insurance companies for million-dollar claims. Julia successfully recovered millions of dollars in insurance proceeds for her individually and corporately insured clients, including numerous Fortune 500 companies. The clients she represented spanned multiple industries, including advertising and marketing, agriculture, automotive manufacturing, chemical manufacturing, commercial construction, consumer products, energy, entertainment and media, financial services, food manufacturing, healthcare, hospitality, pharmaceuticals, private equity, professional services, public higher education, real estate, retail, sports, technology, and telecommunications. Julia's extensive experience as a coverage litigator assists Gallagher's clients in efficiently maximizing their insurance recovery.</p> <p>Julia received a bachelor's degree from the University of California, Los Angeles and a juris doctor from Georgetown University Law Center. She is a member of the State Bar of California.</p>
	<p>Kody Williams Regional Risk Control Leader National Risk Control San Francisco, CA Joined Gallagher in 2018 / Started in Insurance in 2004</p> <p>Kody Williams is responsible for the delivery of solutions supporting client's insurance placement and the development of risk improvement strategies. His areas of strengths include conducting comprehensive risk management process assessments, developing and implementing multi-disciplinary risk management strategies to control risk, managing and monitoring client services directed at controlling cost of risk, and understanding internal and external resources and matching to appropriately control client exposures.</p> <p>Kody began his career in 2004 and joined Gallagher in 2018. He has extensive experience working in the insurance, industrial hygiene, and construction industries delivering risk management services. Kody has a proven track record in developing effective pre and post loss solutions for industry segment niche growth with efficient delivery of services impacting cost of risk. He was a lead trainer in the risk management group for past carriers delivering training on topics such as fleet safety, supervisor leadership, crisis management and many other topics directly related to the clients' needs. Kody has spent most of his career working directly with construction clients from Texas to California. Construction clients included general contractors, HVAC, electrical, street & road, utility, drilling and drywall. Kody also has experience working with clients in the manufacturing, auto dealerships, education, and healthcare industries.</p> <p>Kody received a bachelor's degree from Oklahoma State University.</p>
Hydro / Wastewater / Energy	
	<p>Tyler Wooldridge Senior Director Energy, Power and Utilities Practice Rogers, AR Joined Gallagher in 2012 / Started in Insurance in 2007</p> <p>Tyler Wooldridge assists with the energy team leadership and is responsible for property & casualty brokering, policy structuring, and energy team coordination for a practice that places over \$500 million in premiums in the domestic insurance marketplace. He provides technical knowledge, brokering, and sales of property & casualty insurance, while advising clients on emerging industry risk issues and reducing their total cost of risk. Tyler actively supports the complex property and business interruption insurance programs and associated claims of Gallagher clients in the power generation, renewables and thermal, sector using Gallagher's manuscript property policy as the basis of the risk transfer process.</p> <p>Tyler began his career in 2007 and joined Gallagher in 2012. His career path began as an environmental, health and safety director for TAMKO Roofing Products where he oversaw employee health and safety as well as managed his division's environmental compliance program. Following that position and a brief stint in public education, Tyler's insurance career began as a direct writer with Federated Insurance where he focused on the midstream and downstream portions of the energy sector. At Gallagher, he has focused primarily on complex property and casualty risks in the energy, power and utility space.</p> <p>Tyler received a bachelor's degree from Missouri Southern State University and a master's degree from Pittsburg State University.</p>

Cyber	
	<p>Paul Davis, Esq. <i>Area Vice President Cyber Liability Practice</i> Chicago, IL Joined Gallagher in 2016 / Started in Insurance in 2009</p> <p>Paul Davis is a licensed attorney and dedicated cyber insurance resource for Gallagher clients. As a member of the Cyber Liability Practice, he utilizes his legal background to help clients identify unfavorable insurance policy terms and conditions, contractual risk transfer solutions and potential gaps in coverage. Paul uses his specialized knowledge of cyber insurance to help clients address the rapidly evolving cyber security threat environment with individually tailored risk management solutions. His clients span various industries, including higher education, financial institutions, and retail.</p> <p>Paul began his insurance career in 2009 and joined Gallagher in 2016. He brings both insurance and legal expertise to the team. Paul started his professional career as a law clerk and paralegal at Glatstein & O'Brien, LLP, before transitioning to work as a broker at Aon. He also served as an account manager at Moreton & Company, where he managed a book of new and renewal business consisting of insurance solutions for public, private, and nonprofit risks. Paul has served as an expert resource for all Moreton Company's offices regarding directors & officers liability, cyber, employment practices liability, and professional liability.</p> <p>Paul received a bachelor's degree from Tufts University and a juris doctor from the University of Denver. He is a member of the Professional Liability Underwriting Society and a licensed Colorado attorney. In 2021, Risk & Insurance magazine presented Paul with the Power Broker Award for the cyber sector. In 2021 and 2022, he was a University Risk Management and Insurance Association conference speaker on cyber insurance and cyber exposures.</p>
	Captive Solutions
	<p>Ryan Santacrose <i>Senior Vice President — Head of Sales Artex Risk Solutions</i> Centennial, CO Joined Gallagher in 2015 / Started in Insurance in 2014</p> <p>Ryan Santacrose leads sales for Artex North America and drives organic growth across all Artex captive strategies. His primary focus is partnering with brokers to help mid-sized and large organizations effectively utilize alternative risk strategies, including property & casualty group captives, employee benefit captives, single parent captives, and reinsurance solutions.</p> <p>Most of his time is spent consulting with clients on the design and build phase of new captives through the formation and implementation of the captive. Ryan has been with Artex since 2015, and before that was an intern with Artex's parent company, Gallagher. Ryan received his bachelor's degree in economics and political science from Boston College.</p>
	Reinsurance
	<p>Ian Skelly <i>Executive Vice President Gallagher Re</i> San Francisco, CA Joined Gallagher in 2021 / Started in Insurance in 2016</p> <p>Ian Skelly is the branch manager of the Gallagher Re San Francisco office, and the client advocate for several education pools and healthcare risk retention groups. In addition, he handles reinsurance placements for workers' compensation, regional property, and excess casualty clients.</p> <p>Ian began his career in 2016 and joined Gallagher in 2021. Prior to Gallagher Re, he was a consultant at Deloitte, where he led international engagements for a multitude of companies. Ian has also served in leadership positions in small to mid-sized businesses and nonprofits.</p> <p>Ian received a bachelor's degree from Fort Lewis College and a master's degree from Portland State University. He is a volunteer for New Avenues for Youth.</p>
	Data Analytics
	<p>Ethan Krochmal, CLCS <i>Senior Analytics Consultant</i> Rolling Meadows, IL Joined Gallagher in 2019 / Started in Insurance in 2013</p> <p>Ethan Krochmal delivers analytics capabilities, services, and technologies to Gallagher clients, carriers, and colleagues. His focus is on client-facing consulting services and solutions.</p> <p>Ethan began his career in 2013 and joined Gallagher in 2019. He has extensive InsureTech and consulting experience. Before Gallagher, Ethan worked for an RMIS provider, holding multiple roles ranging from solution implementation to business development and sales. While in the RMIS industry, he became the subject matter expert for numerous solutions and specific industry segments.</p> <p>Ethan received a bachelor's degree from Ohio University.</p>

B. Include a list of contracts the Firm has had during the last three (3) years or to a maximum of ten (10) that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished as explained in section "A" above. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

For each of the clients listed below, all three references are clients of Julie McCallum. Julie has been the team lead since 2020 taking over for retiring producers for reference 1 & 2. Julie and Tyler Woolridge are partners for Snohomish County PUD with Tyler's expertise taking care of the PUD's hydro and water exposures. For all three of these clients as well as the sample list below, the Gallagher team executes the marketing and placement of the insurance policies, provides full account manager services and risk management consultation.

Reference 1	Washington Counties Risk Pool
Location (City/State)	Tumwater, Washington
Contact Name	Derek Bryan, Executive Director
Contact Phone	360-292-4497
Contact Email	Derek@wcrp.wa.gov
Service Dates	2012 to present

Reference 2	Spokane County
Location (City/State)	Spokane, Washington
Contact Name	Dan Gadd, Risk Manager
Contact Phone	509.477.6113
Contact Email	dgadd@spokanecounty.org
Service Dates	2012 to present

Reference 3	Snohomish County PUD
Location (City/State)	Everett, Washington
Contact Name	Kyra Farmer, Risk Manager
Contact Phone	425.783.8389
Contact Email	kcfarmer@snopud.com
Service Dates	1.2020 to present

In addition to the references detailed above, below is a sample list of clients that place their insurance programs in the capable hands of Gallagher's Western Region Public Sector and Energy/Water Practices:

Albuquerque Bernalillo County Water	City and County of San Francisco
City of Albuquerque	City of Glendale
City of Longview	City of Richland
City of Sante Fe	Clark County Public Utilities
East Bay Municipal Utility District	Santa Clara Valley Water District
Thurston County	Whatcom County

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

To the best of our knowledge, Gallagher has not had any contracts terminated for default in the past five (5) years.

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 as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The Proposer's plan of compensation can be commission, fee, or a combination, but should be disclosed as a maximum and minimum for Proposal purposes. All commissions, including contingent commissions are to be disclosed. Contingent commissions are not a disqualifying factor. The City believes in performance-based payments and would encourage such Proposals. The successful Firm will be required to disclose in detail all compensation received from any source resulting from the marketing of insurance programs of the City. The Proposal shall include a clear statement of the services for which compensation would be in the form of fees from the City and to what extent, if any, compensation would rely upon commissions paid by Underwriters. If there are expenses that are considered reimbursable and are not included in the fee structure, such expenses shall be identified and quantified as fully as possible.

OUR APPROACH TO COMPENSATION

We see a wide range of compensation arrangements from our competitors with the overwhelming lesson being that there is a tremendous lack of consistency. Similar risk profiles with similar service needs can see a wide swing in pricing, even with the same broker. We strive for a consistent and disciplined approach to ensure a competitive and user-friendly approach for our clients and adequate compensation to allow us to deliver exceptional service and solutions.

Our service model and compensation approach are differentiated from our competitors in that we integrate all necessary services on an ongoing basis into our core service and compensation agreements. This avoids negotiation and payment by our clients of additional ad-hoc fees for such services, which are often housed in separate silo profit centers by our competitors to allow them to sell lower fees for their "core" service offering and then sell fully loaded retail fees for additional services. Such services are not free-standing profit centers at Gallagher — they are integrated into our core brokerage and risk services offering as outlined below.

We prefer to work with our Public Sector clients on a Fee Arrangement. Our goal is to work with underwriters to quote at zero commission as long as the removal of commission is advantageous to the City with comparable reduction in premium. Any commissions received from the placement of your policies will be disclosed and deducted from our fee.

If Gallagher places any new policies to enhance the City's insurance program, such policies will be compensated on a Commission basis.

Gallagher is proposing a \$75,000 Annual Fee with a 3% automatic increase at each renewal. Additionally, we are open to a performance based arrangement with agreed upon milestones that are able to track (without being too cumbersome) and conversely if such milestones are not met, a percentage of our fee will be at risk.

COMPENSATION PHILOSOPHY

Gallagher is 100% transparent when it comes to compensation arrangements. All revenue earned by Gallagher and its affiliates is disclosed to you. All insurance carrier quotations received by Gallagher are provided to you including terms, conditions, premium, and commission, if any.

Core Brokerage & Risk Services for City of Spokane - *included in our Fee*

Advice, marketing, placement and servicing of excess workers compensation, casualty (primary & excess) property, equipment breakdown, terrorism, crime, cyber and inland marine.

BROKERAGE SERVICES

- CORE360® Pre-renewal Strategic Review
- Marketing
- Coverage/Terms/Retentions/Premium Analysis
- Placement
- CORE360® Executive Summary
- Auto ID Cards/Certificates of Insurance
- Invoicing
- Endorsements
- Ongoing communication of new products, available webinars, conferences,
- Monthly Check-In Calls/Meetings
- Ongoing carrier meetings with underwriters and loss control

TOOLS & ANALYTICS

- Gallagher Forecast
- Gallagher Submit
- Gallagher Go
- CSR24 - Certificate Management & Issuance
- Gallagher Drive/Benchmarking & Placement Analytics
- Archipelago
- Risk Mapping and Exposure Identification
- Loss Forecasting, Reserve Analysis
- Gallagher STEP
- Subscription Center
- eRisk Hub
- National Risk Control Webinars

Contract Review as it relates to indemnities, insurance requirements & risk of loss

Required Travel Expenses

National Risk Control – Claims Advocacy, Risk Control Consulting, Property Risk Engineering, and Fleet Safety Consulting

Optional Services Available and Priced **SEPARATELY** Based on Scope of Work

Inbound Certificate Tracking - Gallagher Verify	Separate Fee
Property evaluations/appraisals	Separate Fee
Design and Implementation of Loss Prevention Program	Separate Fee
Certified Actuarial Analysis and Reporting	Separate Fee
Cyber Consulting	Separate Fee
ESG and ERM Services	Separate Fee

COMPENSATION DISCLOSURE

One of the core values highlighted in *The Gallagher Way* states, “We are an Open Society,” and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as “supplemental commissions” are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client’s account, the facility may have earned and retained customary brokerage commission or fees for its work.
5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value-added service.
6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

The Gallagher Way

Shared Values at Arthur J. Gallagher & Co. are the rock foundation of the Company and our Culture. What is a Shared Value? These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to. What are some of Arthur J. Gallagher's & Co.'s Shared Values?

- 01 WE ARE A SALES AND MARKETING COMPANY DEDICATED TO PROVIDING EXCELLENCE IN RISK MANAGEMENT SERVICES TO OUR CLIENTS.
- 02 WE SUPPORT ONE ANOTHER. WE BELIEVE IN ONE ANOTHER. WE ACKNOWLEDGE AND RESPECT THE ABILITY OF ONE ANOTHER.
- 03 WE PUSH FOR PROFESSIONAL EXCELLENCE.
- 04 WE CAN ALL IMPROVE AND LEARN FROM ONE ANOTHER.
- 05 THERE ARE NO SECOND-CLASS CITIZENS – EVERYONE IS IMPORTANT AND EVERYONE'S JOB IS IMPORTANT.
- 06 WE'RE AN OPEN SOCIETY.
- 07 EMPATHY FOR THE OTHER PERSON IS NOT A WEAKNESS.
- 08 SUSPICION BREEDS MORE SUSPICION. TO TRUST AND BE TRUSTED IS VITAL.
- 09 LEADERS NEED FOLLOWERS. HOW LEADERS TREAT FOLLOWERS HAS A DIRECT IMPACT ON THE EFFECTIVENESS OF THE LEADER.
- 10 INTERPERSONAL BUSINESS RELATIONSHIPS SHOULD BE BUILT.
- 11 WE ALL NEED ONE ANOTHER. WE ARE ALL COGS IN A WHEEL.
- 12 NO DEPARTMENT OR PERSON IS AN ISLAND.
- 13 PROFESSIONAL COURTESY IS EXPECTED.
- 14 NEVER ASK SOMEONE TO DO SOMETHING YOU WOULDN'T DO YOURSELF.
- 15 I CONSIDER MYSELF SUPPORT FOR OUR SALES AND MARKETING. WE CAN'T MAKE THINGS HAPPEN WITHOUT EACH OTHER. WE ARE A TEAM.
- 16 LOYALTY AND RESPECT ARE EARNED – NOT DICTATED.
- 17 FEAR IS A TURN-OFF.
- 18 PEOPLE SKILLS ARE VERY IMPORTANT AT ARTHUR J. GALLAGHER & CO.
- 19 WE'RE A VERY COMPETITIVE AND AGGRESSIVE COMPANY.
- 20 WE RUN TO PROBLEMS – NOT AWAY FROM THEM.
- 21 WE ADHERE TO THE HIGHEST STANDARDS OF MORAL AND ETHICAL BEHAVIOR.
- 22 PEOPLE WORK HARDER AND ARE MORE EFFECTIVE WHEN THEY'RE TURNED ON – NOT TURNED OFF.
- 23 WE ARE A WARM, CLOSE COMPANY. THIS IS A STRENGTH – NOT A WEAKNESS.
- 24 WE MUST CONTINUE BUILDING A PROFESSIONAL COMPANY – TOGETHER – AS A TEAM.
- 25 SHARED VALUES CAN BE ALTERED WITH CIRCUMSTANCES – BUT CAREFULLY AND WITH TACT AND CONSIDERATION FOR ONE ANOTHER'S NEEDS.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

– ROBERT E. GALLAGHER, MAY 1984

Gallagher Tenet #11

We all need one another. We are all cogs in a wheel.

The information contained herein is offered as insurance Industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, LLC (License No. 100292093 and 0D69293).

Entity name:

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES LLC

Business name:

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC

Entity type:

Limited Liability Company

UBI #:

602-500-531

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

10900 NE 8TH ST
STE 750
BELLEVUE WA 98004-4447

Mailing address:

2850 GOLF RD
ROLLING MEADOWS IL 60008-4050

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
Spokane General Business - Non-Resident				Active	May-31-2026	May-02-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ARTHUR J. GALLAGHER & CO.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

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 Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza Ste 1500 Chicago IL 60606	CONTACT NAME: PHONE (A/C, No, Ext): 312-704-0100 FAX (A/C, No): 312-803-7443 E-MAIL ADDRESS:
INSURED Arthur J Gallagher, LLC 2850 West Golf Road Rolling Meadows, IL 60008	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Arch Indemnity Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11150 30830

COVERAGES**CERTIFICATE NUMBER:** 777427881**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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		41GPP4938417	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 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			41CAB4938317 41CAB4939017	10/1/2024 10/1/2024	10/1/2025 10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	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 N	N / A	44WCI0501917 41WCI4938117	10/1/2024 10/1/2024	10/1/2025 10/1/2025	<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

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

Coverage extends to: Arthur J. Gallagher Risk Management Services, LLC 10900 NE 8th Street, Suite 750, Bellevue, WA 98004

City of Spokane is included as Additional Insured with respect to General Liability coverage as required by written contract.

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41GPP4938417

Named Insured: Arthur J. Gallagher, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2024



CITY OF SPOKANE – PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

REQUEST FOR PROPOSALS

<u>RFP NUMBER:</u> 6325-25	<u>PROPOSAL DUE DATE:</u> MONDAY, MARCH 3, 2025
<u>RFP TITLE:</u> Risk Management Insurance Brokerage Services	<u>TIME:</u> 1:00 P.M.
<u>RFP COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department	<u>PROPOSAL SUBMITTAL:</u>
<u>PRE-SUBMITTAL MEETING:</u>	All Proposals shall be submitted electronically through the ProcureWare online procurement system portal:
<u>QUESTION DEADLINE:</u> MONDAY, FEBRUARY 24, 2025	https://spokane.procureware.com by the due date and time.
<u>TIME:</u> 1:00 P.M.	

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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Risk Management Department (hereinafter "City") is initiating this Request for Proposals (hereinafter "RFP") to solicit Proposals from Firms interested in providing all insurance needs for the City to include but not limited to, workers' compensation, property, cyber, drone, terrorism and casualty insurance broker services along with other insurance related consultant services as described in this RFP.

The City has approximately 2,000 permanent employees and provides a full range of services to the citizens of Spokane including Police, Fire, Water (to include a dam operation), Wastewater Treatment and Sewer Maintenance, Solid Waste Management and Disposal, and Parks & Recreation.

Our current insurance program structure includes a self-insured retention of \$1,500,000 on workers' compensation and liability exposures and \$1,000,000 property exposures and \$100,000 on cyber exposures. Some of the unique properties have separate property insurance policies that carry smaller retention limits. Workers' compensation claims are self-administered; however, the City has a current contract with Davies Claims Solutions to act as a third-party administrator for liability and other claims.

The City has two safety positions that provide safety activity and compliance coordination for the City.

1.3 MINIMUM QUALIFICATIONS

The Proposer must have at least ten (10) years of experience in public sector or governmental placement.

Note: In order to enter into a contract, the Proposer must be licensed to do business in the State of Washington.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be for a period of five (5) years. Contract is renewable upon mutual agreement.

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 PROHIBITION ON PREMATURE APPROACH TO MARKETS:

Prospective Proposers are cautioned that receipt of this Request of Proposals document is not to be considered an authorization to approach any insurance markets on the City's behalf. It is specifically requested that no solicitations of markets be made, and no market reservations be made as respects to any insurance or reinsurance to be provided for the City. Doing so may result in the offending Firm's disqualification from the selection process.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	2/24/2025 – 1:00 p.m.
Proposals Due	3/3/2025 – 1:00 p.m.
Evaluation, Negotiation and Contract Award	March, 2025
Begin Contract Work	April, 2025

The City reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm – Broker, Consultant, Individual, or Company including Sub-consultants whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

2. SCOPE OF SERVICES

2.1 PROGRAM ORGANIZATION

The City is open to new ways to finance its risk. The City has a current retention of \$1,500,000 for workers' compensation and \$1,500,000 for liability, \$1,000,000 for property and \$100,000 for cyber, but continually evaluates if this is a cost-effective transfer of risk, long term. In addition to the functions in the scope of work, the selected Firm is asked to recommend risk financing alternatives that their organization can support.

2.2 SCOPE OF SERVICES

The selected Firm will review and develop alternative risk financing options to be compared against the current insurance program design. If any alternative options are chosen, the selected Firm will become the broker of record or appropriate professional for insurance placements.

While the exact range and extent of services is subject to negotiation and is dynamic with our changing organization, it is anticipated that the selected Firm shall provide as a minimum, professional services and dedicated personnel necessary to perform the following:

- Provide review and evaluation of alternative risk financing such as captives, pooling programs, etc.
- Develop a complete understanding of the City's areas of exposure and consult with the City about short and long term solutions.

- Annually evaluate existing insurance contracts and claims history and make recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the City.
- Annual evaluation shall include market analysis and forecasting by insurance line prior to each renewal. This analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction.
- Plan and conduct pre-renewal and renewal meetings which are required and will be in-person in the City of Spokane's main offices located at 808 W Spokane Falls Blvd, Spokane, WA.
- Identify programs, products, and insurers capable of meeting the City's insurance and risk transfer needs and prepare bid specifications for markets capable of quoting on City risks.
- When authorized by the City, approach appropriate markets on behalf of the City to obtain pricing and coverage descriptions. If and when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities will be obtained for each type of risk or risk financing structure.
- Present for the City in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.
- Negotiate on the City's behalf the details of insurance contracts with selected carriers or risk facility and audit resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the City.
- Provide verification of coverage or financial responsibility as needed by the City to satisfy lessors, contractors, and other parties from whom the City seeks services.
- Provide consultation and conceptual approaches for evaluation, training and education relative to loss control, safety, claims management and related topics in the area of risk management.
- Provide consultation services for City as to risk related issues in contractual arrangements which can include review of the contract for risk related issues and recommend policies and limits to ensure an adequate transfer of risk to the contractor.
- Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.
- Provide options for special event insurance coverage for organizations and persons performing temporary business within the auspices of the City.
- Provide support in preparing proofs of loss or claims reports and assist in obtaining loss settlements from insurers.
- Provide catastrophic claims management consultation, evaluation, and service.
- Supply or make available risk management services including basic property valuations, loss control consulting and inspection services.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements and a proposed approach, methodology and comprehensive work plan. In Part 2, "Scope of Services", Paragraph 2.1 "Program Organization", the City stated it is open to new ways to finance its risk. The information will be restated here to provide maximum clarity. The City has a current retention of \$1,500,000 for workers' compensation and \$1,500,000 for liability but continually evaluates if this is a cost-effective transfer of risk, long term. In addition to the functions in the scope of work, the Proposer is asked to recommend risk financing alternatives that their organization can support as part of their Proposal.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. Describe how Firm will respond proactively to issues and scope changes. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities and qualifications to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services and with specific content including the following:

- Public Sector. Relevant insurance placement, account handling experience and client references shall be presented in detail, with all experience cited to be recent and to have been performed, to a considerable degree, by members of the proposed account team. Emphasis shall be given to identifying comparable services for public sector organizations. For each client reference, a brief description of services provided, when provided, and name, title phone number, and email address of the principal contact person should be shown. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.
- Alternative Risk Financing. Review and evaluation of other means of risk financing such as captives, pooling programs, etc.
- Understanding & Program Development: Developing a complete understanding of the Client's areas of exposure, and consulting regarding short and long term solutions. Attending Client Management Meetings when requested.
- Annual Program Evaluation: Annual evaluation in writing and presentation of existing insurance contracts and claims history along with making recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the Client.
- Market Analysis: Preparation of market analysis and forecasting by insurance line prior to each renewal. Analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction. Making conclusions on most advantageous insurance markets from the standpoint of cost, service, coverage and security.
- Manuscript Programs: Identification of programs, products and insurers capable of meeting the Clients insurance and risk transfer needs. This includes special risk specific programs deemed advantageous i.e.: hydroelectric, wastewater treatment facilities, and waste to energy facility. Assisting in design of manuscript policy forms as needed. Preparation of bid specifications for markets capable of quoting on Client risks.
- Marketing Client's Portfolio: Preparation of insurance marketing portfolio by working with Client to gather underwriting specifications, loss runs, values and data. Formatting a formal presentation of marketing to insurance markets and underwriters.
- Planning and conducting pre-renewal and renewal meetings which are expected and will be in-person in the City of Spokane's main offices located at 808 W Spokane Falls Blvd, Spokane, WA.
- Access to Markets: Have access to global insurance markets and, when authorized by the Client, approaching appropriate markets on behalf of the Client to obtain pricing and coverage descriptions. Obtaining, when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities for each type of risk or risk financing structure.

- **Purchase Consultation:** Presenting for the Client in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.
- **Policy Evaluation:** Negotiating on the Client's behalf the details of insurance contracts with selected carriers or risk facility and auditing resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the Client. This includes verification of accuracy and adequacy of all binders, policies, policy endorsements, invoices and other insurance related documents prior to delivery.
- **Insurance Certificates:** Providing certificates of insurance, verification of coverage or financial responsibility as needed by the Client to satisfy lessors, contractors and other parties from whom the Client seeks services. This includes vehicular "proof of liability insurance" as required by law.
- **Special Event Coverage:** Providing available special event insurance coverage for entities, organizations and persons performing temporary business within the auspices of the Client.
- **Risk Transfer Contract Review:** Providing consultation services for the Client as to risk related issues in contractual arrangements. Participating in and/or reviewing the transfer of risk where contractually appropriate.
- **Loss Documentation:** Providing support when requested in preparing proofs of loss or claims reports and assisting in obtaining loss settlements from insurers.
- **Catastrophic Claims Management:** Providing catastrophic claims management consultation, evaluation and service.
- **Property Valuation & Inspection:** Supplying or making available associated risk management services including basic property valuations, loss control consulting and inspection services.
- **Loss Control Service:** Providing consultation for training, safety, loss control, claims management and related topics in the area of risk management.
- **Loss Control Recognition and Incentive:** Tracking and providing recognition and incentive to Client departments for loss control, safety activities, and achievement.
- **Analysis and Reporting:** Providing assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.

Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include amount of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years or to a maximum of ten (10) that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished as explained in section "A" above. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part

of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

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 as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The Proposer's plan of compensation can be commission, fee, or a combination, but should be disclosed as a maximum and minimum for Proposal purposes. All commissions, including contingent commissions are to be disclosed. Contingent commissions are not a disqualifying factor. The City believes in performance-based payments and would encourage such Proposals. The successful Firm will be required to disclose in detail all compensation received from any source resulting from the marketing of insurance programs of the City. The Proposal shall include a clear statement of the services for which compensation would be in the form of fees from the City and to what extent, if any, compensation would rely upon commissions paid by Underwriters. If there are expenses that are considered reimbursable and are not included in the fee structure, such expenses shall be identified and quantified as fully as possible.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Point scoring is preliminary for evaluation discussion to determine ranking. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 40% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	40 Points (Maximum) 40 Points (Maximum)	80 points
MANAGEMENT PROPOSAL – 35% Firm and Staff Experience/Capabilities/Qualifications	70 Points (Maximum)	70 points
COST PROPOSAL – 25%	50 Points (Maximum)	50 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the Proposer whose Proposal is the most favorable to the City including, but not exclusively, consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference is the following background document:

Attachment 1 – Terms and Conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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 300 S Riverside Plaza Ste 1500 Chicago IL 60606	CONTACT NAME: PHONE (A/C, No, Ext): 312-704-0100 E-MAIL ADDRESS: certrequests@ajg.com	FAX (A/C, No): 312-803-7443
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lexington Insurance Company		19437
INSURER B: XL Specialty Insurance Company		37885
INSURER C: Underwriters at Lloyd's London		15792
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 580126198**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
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			016024438	10/1/2024	10/1/2025	Per Claim/Aggregate \$12,000,000
B	Excess Errors & Omissions			ELU199733-24	10/1/2024	10/1/2025	Per Claim/Aggregate \$10,000,000
C	Excess Errors & Omissions			FI0121924	10/1/2024	10/1/2025	Per Claim/Aggregate \$13,000,000

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

Coverage extends to: Arthur J. Gallagher Risk Management Services, LLC 10900 NE 8th Street, Suite 750, Bellevue, WA 98004.

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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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/02/2025

Committee Agenda type: Consent

Date Rec'd

5/21/2025

Clerk's File #

OPR 2025-0327

Cross Ref #

Project #

Council Meeting Date: 06/16/2025

Submitting Dept

INTEGRATED CAPITAL

Bid #

RFQU 6349-25

Contact Name/Phone

LORENA (509) 625 - 6894

Requisition #

CR 27589

Contact E-Mail

LCROUCHER@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 - SIDEWALK CONDITION ASSESSMENT DATA COLLECTION

Agenda Wording

Contract with DeepWalk Research, Inc., to assess sidewalk data with the use of their ADA prioritization software.

Summary (Background)

This project was briefed at April PIES, this item is for the full contract amount of \$299,735.00. Preliminary program development was reviewed at a Council Study Session on October 17, 2024 (prior to the establishment of the Transportation Commission Subcommittee sessions). At this session, it was recommended to Council to invest the \$500,000 allocation for a sidewalk repair program in tasks related to program/policy design and sidewalk condition assessment data collection. No construction will be conducted with these preliminary funds. Following this recommendation, RFQu 6349-25 was issued to solicit services for sidewalk condition assessment. The RFQu was opened on April 8, 2025, and received three submissions. The firm "Deepwalk" was selected. Deepwalk offers a LiDAR-based software platform that analyzes sidewalk conditions through a smartphone app. A pilot using this technology will be conducted in May 2025, assessing 15 miles of sidewalks (5 miles in each council district). If the pilot proves successful, the remaining sidewalk network will be assessed by intern staff during Summer 2025. Each phase of work (i.e., pilot and full-scale implementation) will be issued as a separate contract.

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		\$ 299,735.00	
Current Year Cost		\$ 299,735.00	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Funding authorization provided by Resolution 2024-0062 to use Traffic Calming Funds for a sidewalk repair pilot program. This is a one-time funding source			
Amount		Budget Account	
Expense	\$ 299,735.00	#	1380-24100-42300-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Sidewalk replacement program developed as a result of this work may generate additional revenue and operational costs.			
Approvals		Additional Approvals	
<u>Dept Head</u>	DAVIS, MARCIA	<u>PURCHASING</u>	GBYRD
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	GBYRD		
Distribution List			
Brandon Yates, byates@deepwakresearch.com		icmaccounting@spokanecity.org	
tax&licenses@spokanecity.org		lcroucher@spokanecity.org	
eraea@spokanecity.org		publicworksaccounting@spokanecity.org	



CITY OF SPOKANE
CONTRACT AMENDMENT
Title: SIDEWALK CONDITION
ASSESSMENT DATA COLLECTION

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DEEPWALK RESEARCH, INC.**, whose address is 125 S. Clark St, Suite 1700, Chicago, Illinois 60603 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract for Sidewalk Condition Assessment Data Collection Software; and

WHEREAS, the initial Contract was on a pilot basis. The Parties wish to expand the work, thus the original Contract needs to be formally amended this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated May 18, 2025 and May 19, 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 June 16, 2025, and shall end December 31, 2025.

3. ADDITIONAL WORK.

The original contract is amended to include the additional work identified in Company's May 20, 2025 Scope of Work

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$299,735.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

DEEPWALK RESEARCH, 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 Amendment:
Company's May 20, 2025 Scope of Work

25-124



DeepWalk

City Of Spokane: 865 Miles

#20250520-201036620

Issued

May 20, 2025

Expires

August 18, 2025

DeepWalk

125 S Clark St

Suite #1700

Chicago, IL 60603

Sean Rice

srice@deepwalkresearch.com

Prepared for

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Lorena Croucher

Associate Engineer

lcroucher@spokanecity.org

(509)625-6894

Table of Contents

1. Introduction
2. Scope of Services
3. Order Form
4. Terms & Conditions
5. Signature

Introduction

DeepWalk Research Inc. is pleased to submit this **subscription-based proposal** to the **City of Spokane** for **sidewalk ADA compliance, condition management, and prioritization**.

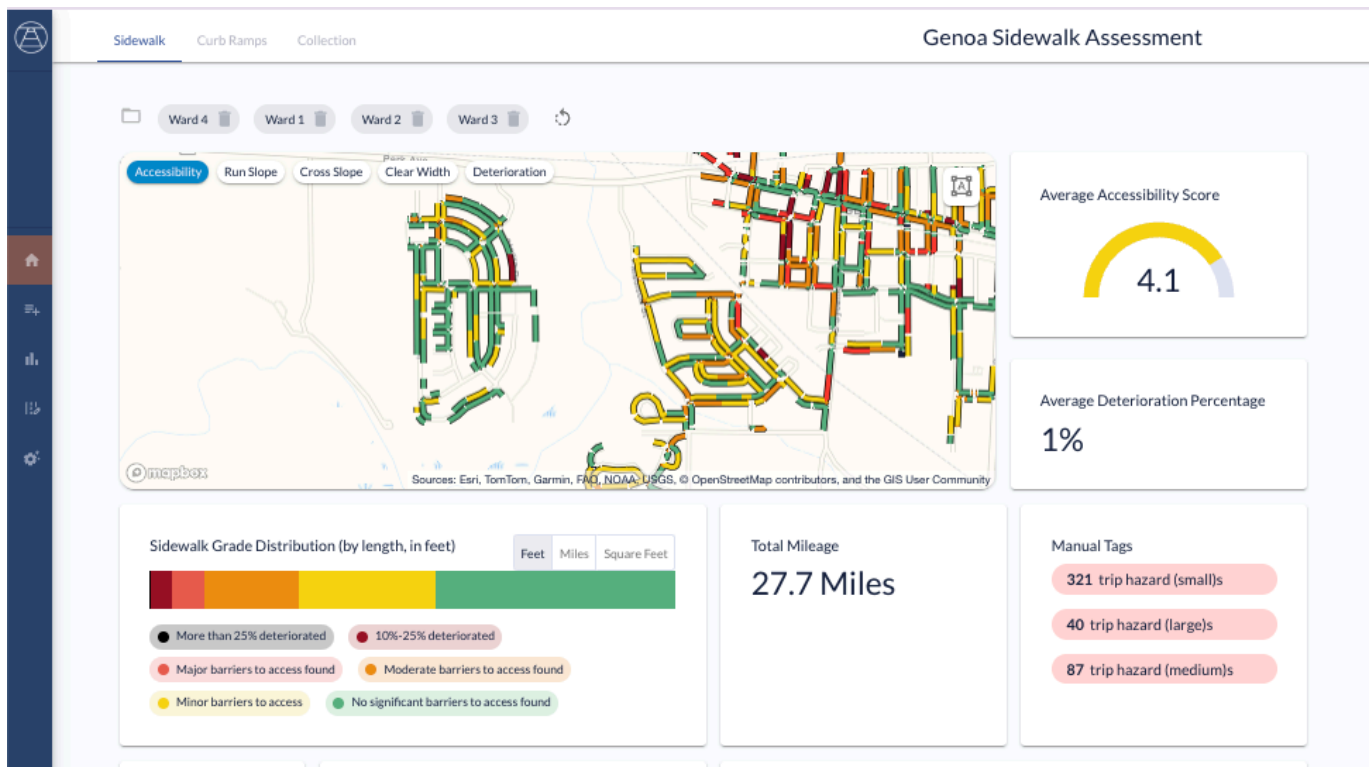
Using **DeepWalk's LiDAR-enabled iPhone application**, municipal staff can efficiently scan sidewalks and curb ramps, capturing **detailed slope, condition, and geometric data**. The **automated system processes and analyzes** the collected data, providing **accurate, actionable insights** without the need for costly external survey equipment.

Beyond Compliance: A Complete Sidewalk Management Solution

DeepWalk's platform goes beyond ADA compliance to serve as a **comprehensive sidewalk condition management system**. It enables:

- ✓ **Work Order Generation** – Identify maintenance needs and create actionable repair tasks.
- ✓ **Budgeting & Resource Allocation** – Use data-driven insights to plan maintenance and capital improvements.
- ✓ **Ongoing Data Maintenance** – Continuously update your sidewalk dataset and prevent data stagnation
- ✓ **Seamless Communication** – Share data with **internal teams, external funders, and the public** for transparency.

DeepWalk's **cloud-based platform** is designed for stakeholders of all technical skill levels to easily access the data in the format they need, ensuring a **data-driven approach to accessibility, maintenance, and long-term infrastructure planning**.



Why Choose DeepWalk's Per Mile Model?

- ✓ **Time-limited Funding** - Using grant funding or a time-sensitive funding source for budgeting
- ✓ **Engineering Consultants** - Already working with a consultant team that will complete assessment within a year
- ✓ **One-Year Assessment** - Assessing the full-scale sidewalk system in or within one year
- ✓ **Defined Scope** - If you know the exact project scope or are focused on a specific section of the system
- ✓ **Web Application** - Included in first year with option to continue for 10% of initial scanning rate
- ✓ **Ongoing Technical Support** - Dedicated assistance for seamless operation.

2. Scope of Services

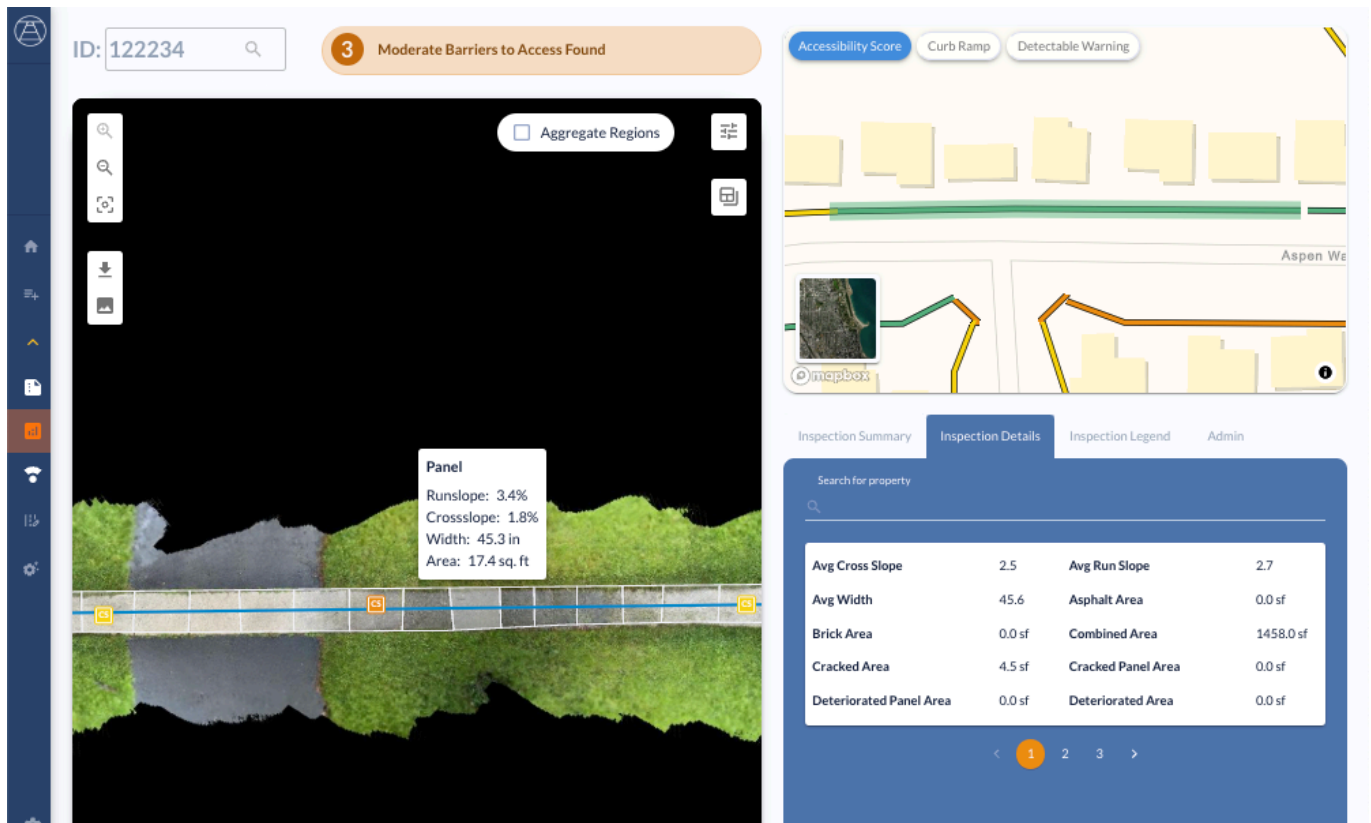
The DeepWalk Sidewalk Management Platform is available for **one year from the kickoff date** and renews annually. Adjustments can be made with mutual agreement between both parties.

A. Sidewalk Maintenance & Management Platform

DeepWalk provides a **cloud-based software-as-a-service (SaaS) solution** to help the City of Spokane efficiently monitor, assess, and maintain its sidewalk infrastructure. The platform enables Village staff to scan, analyze, and manage sidewalk conditions using a streamlined digital workflow.

Key Features of the DeepWalk Platform:

- ✓ **Mobile Application** - Staff can scan sidewalks & curb ramps using LiDAR-enabled iPhones
- ✓ **Cloud-Based Web Application** - Access reports, maps, and condition insights from any device
- ✓ **Sidewalk Condition Dashboards** - Quickly and easily plan for future sidewalk maintenance
- ✓ **GIS Mapping Layer** - Integrates seamlessly with Esri ArcGIS & municipal asset management tools
- ✓ **Work Order Creation** - Create trip hazard, vegetation, remove & replace, and other maintenance programs



B. Implementation & Training

DeepWalk will provide:

Online Training Platform – Online training platform allows for rapid onboarding of data collectors

Initial Account Setup & Onboarding – Kickoff call with team for assistance in

Data Collection Support – Scan quality reviewed and customized within 48 hours (Must notify data manager 48 hours before collection)

Ongoing Customer Support – Dedicated technical assistance, available **Monday-Friday, 9 AM - 5 PM CST**

C. Data Hosting & Maintenance

All sidewalk data is **securely hosted** on DeepWalk's **cloud-based infrastructure**, ensuring **reliability, accessibility, and scalability**.

Unlimited Data Storage – Store sidewalk scan results, reports, and GIS mapping layers

Automatic Data Backups – Protect data from loss and ensure historical tracking

Continuous Feature Updates – Access the latest software improvements and tools

D. Additional Services (Not included unless specified in Order Form)

Optional Add-Ons:

- **Device Rentals** – \$200 per device per week
- **Extended Data Hosting** – \$25/mile Annually
- **Additional Miles** - \$500/mile

Additional Services & Customization

DeepWalk understands that **each municipality has unique needs**. We offer customization options, including:

- **Data Collection Services** – DeepWalk's network of 3rd party data collectors can quickly collect sidewalk data for a fixed fee
- **Custom Implementations** – DeepWalk's [ArcGIS partners](#) can develop custom ArcGIS, CityWorks, Cartegraph, and other geospatial implementations
- **Priority Support & Processing** – Real time quality control and rapid turnaround available for time-sensitive projects

Products & Services Order Form

Products & Services	Billing Frequency	Quantity	Unit price	Price
Sidewalk + Curb Ramp Scans		865	\$315.00	\$272,475.00
Web Application Subscription	Annually	1	\$27,260.00/ year	\$27,260.00/ year for 1 year
Annual subtotal				\$27,260.00
One-time subtotal				\$272,475.00
Total				\$299,735.00

Comments

Terms and Conditions

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services and Deliverables as outlined in Exhibit A. As part of the registration process, Company will provide an administrative username and password for Customer’s Company account.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Deliverables listed in the Statement of Work in Exhibit A. Company shall own and retain all right, title and interest in and to (a) all raw data not listed in the Statement of Work in Exhibit A (b) the Services and Software, all improvements, enhancements or modifications thereto, (c) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (d) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and

corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company shall bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment). Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all purchased deliverables available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the

Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; AND (B) FOR ANY AMOUNTS THAT TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. In claims for money damages, the total amount of recoverable attorneys' fees shall not exceed the net monetary award of the prevailing party. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 180 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

10. INSURANCE

Company shall maintain insurance in full force and effect throughout the term of this Agreement. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of Customer and that any other insurance maintained by Customer is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Company shall provide at least the following limits and coverages:

Commercial General Liability Insurance

Company shall obtain, at Company's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form. This coverage shall include contractual liability insurance for the indemnity provided under this Agreement. At a minimum, the following insurance will be carried:

Coverage Limit

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Rented Premises (each occurrence)	\$500,000
Medical Expense (Any one person)	\$5,000

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement.

Technology & Media Errors and Omissions Liability

Company shall obtain, at Company’s expense, and keep in effect during the term of this Agreement, Technology & Media Errors and Omissions Liability Insurance covering any damages caused by an error, omission or any negligent act. Annual aggregate limit shall not be less than \$2,000,000 per claim.



CERTIFICATE OF LIABILITY INSURANCE

EMBROKER

DATE (MM/DD/YYYY)
04/09/2025

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 Embroker Insurance Services LLC 5214F Diamond Heights Blvd. Unit #1261 San Francisco, CA, 94131	CONTACT NAME: Julie Noonan PHONE (A/C, No. Ext): (844) 436-2765 E-MAIL ADDRESS: certificates@embroker.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: CONTINENTAL CAS CO INSURER B: WESTCHESTER FIRE INS CO INSURER C: EVERSPAN IND INS CO INSURER D: INSURER E: INSURER F:	NAIC # 20443 10030 16882
INSURED DeepWalk Research Inc. 125 South Clark Street Floor 17 Workbox Suite 2 Chicago, IL, 60603		

COVERAGES**CERTIFICATE NUMBER:** 02ee3572-1579-11f0-8320-5bb56def86ec**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:	Y	Y	7038604655	11/03/2024	11/03/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7038604655	11/03/2024	11/03/2025	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7094961486	11/03/2024	11/03/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	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	71802621	04/21/2024	04/21/2025	<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
C	Tech E&O/Cyber Liability			EM3EII-AX-001835-01	05/09/2024	05/09/2025	Aggregate 2,000,000
A	Employment Practices Fiduciary Liability	Y	Y	7038604655	11/03/2024	11/03/2025	Aggregate 10,000
A	Personal And Advertising Injury Liability	Y	Y	7038604655	11/03/2024	11/03/2025	Aggregate 2,000,000

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

CONTINENTAL CAS CO, NAIC# 20443
Products/Completed Operations - 7038604655, 11/03/2024 - 11/03/2025 Aggregate 4,000,000.00
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
General Liability - 7038604655, 11/03/2024 - 11/03/2025 Per Occurrence 2,000,000.00
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CERTIFICATE HOLDER

City 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

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

CONTINENTAL CAS CO, NAIC# 20443
 General Liability - 7038604655, 11/03/2024 - 11/03/2025 Aggregate 4,000,000.00
 Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
 Medical Expense - 7038604655, 11/03/2024 - 11/03/2025 Per Person 10,000.00
 Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
 Damage to Rented Premises - 7038604655, 11/03/2024 - 11/03/2025 Per Premises 1,000,000.00
 Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
 Hired Non Owned Auto Liability - 7038604655, 11/03/2024 - 11/03/2025 Per Accident 1,000,000.00
 Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

City of Spokane is included as an Additional Insured on the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.

A Waiver of Subrogation applies to the Additional Insured with respect to the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.

City of Spokane is included as an Additional Insured on a primary non-contributory basis on the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** DEEPWALK RESEARCH, INC.**Business name:** DEEPWALK**Entity type:** [Profit Corporation](#)**UBI #:** 605-270-956**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 620 N LA SALLE DR
CHICAGO IL 60654-3708**Mailing address:** 620 N LA SALLE DR
CHICAGO IL 60654-3708

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 - Non-Resident				Active	Apr-30-2026	Apr-17-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
YATES, BRANDON	

Registered Trade Names

Registered trade names	Status	First issued
DEEPWALK	Active	Jun-27-2023

The Business Lookup information is updated nightly. Search date and time: 5/1/2025 8:09:24 AM



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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/20/2025

Clerk's File #

OPR 2021-0722

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

NATE ODLE 6288

Requisition #

PAID VIA CLAIMS

Contact E-Mail

NODLE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

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

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (BACON)

Agenda Wording

Contract amendment with Summit Law Group, Seattle, WA re the Bacon, et al. v. City of Spokane, et al. action. This amendment will increase the contract by \$100,000 for a total contract amount of \$385,000.00.

Summary (Background)

The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate.

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			
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>	PICCOLO, MIKE	<u>PURCHASING</u>	GBYRD
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	BEATTIE, LAUREN		
<u>For the Mayor</u>	GBYRD		
Distribution List			
bethk@summitlaw.com		nodle@spokanecity.org	
dstraiger@spokanecity.org		sdhansen@spokanecity.org	
Zach.Ray@us.davies-group.com		ddaniels@spokanecity.org	
mdean@spokanecity.org			



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary, 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 October 29, 2021 and November 8, 2021, 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 on April 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 **THREE HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$385,000.00)**.

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.

SUMMIT 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



< **Business Lookup**

License Information:

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

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, PLLC

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682



Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2026	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2026	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2026	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2026	Apr-10-2019
Federal Way General Business - Non-Resident				Active	Feb-28-2026	Jul-22-2021
Issaquah General Business - Non-Resident				Active	Feb-28-2026	Jun-28-2018



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2026	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2026	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2026	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2026	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2026	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2026	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2026	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2026	Nov-07-2023

Owners and officers on file with the Department of Revenue



Owners and officers**Title**

ANGER, KRISTIN D

DANELO, ADA

DIXON, HEATH

STODDARD, KRISTIN

YOUNKER, RODNEY B

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
4/29/2025 7:49:16 AM

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SUMMLAW-01

TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

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 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Summit Law Group, PLLC 315 5th Avenue S., Suite 1000 Seattle, WA 98104	NAIC # 20443

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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4031454583	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 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 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			4031454583	5/1/2025	5/1/2026	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4031455250	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> 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	4031454583	5/1/2025	5/1/2026	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane c/o Sheila Hansen 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
--	---

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/20/2025

Clerk's File #

OPR 2024-0106

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

NATE ODLE 6288

Requisition #

PAID VIA CLAIMS

Contact E-Mail

NODLE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

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

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (FEUCHT)

Agenda Wording

Amendment of contract with Zack Pekelis of Pacifica Law Group, Seattle, WA, in the matter of Feucht v. City of Spokane. This amendment will increase the contract by \$100,000 for a total of \$200,000.

Summary (Background)

This lawsuit is brought against three current and three former City Councilmembers wherein the plaintiff, Sean Feucht, 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? YES			
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.)			
The COI does not list City of Spokane as additional insured.			
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>	BEATTIE, LAUREN		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Zach.Pekelis@pacificalawgroup.com		nodle@spokanecity.org	
dstraiger@spokanecity.org		sdhansen@spokanecity.org	
Zach.Ray@us.davies-group.com		ddaniels@spokanecity.org	
mdean@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 *Feucht v. City of Spokane, et. al.*, United States District Court Eastern District of Washington, Cause No. 2:24-cv-0022JAG; 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 February 1, 2024, 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 April 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 **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**. 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



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Partnership

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Jan 10, 2025
Unified Business ID #: 603099772
Business ID #: 001
Location: 0001
Expires: Mar 31, 2026

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS #069370 - ACTIVE
COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
NORTH BEND GENERAL BUSINESS - NON-RESIDENT #022019.0 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #41183 - ACTIVE
TUMWATER GENERAL BUSINESS - NON-RESIDENT #R-018193 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BLACK DIAMOND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SNOHOMISH GENERAL BUSINESS - NON-RESIDENT #3221 - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #210108 - ACTIVE
FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT #18-102248-00-BL - 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: 603099772 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2026

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BAINBRIDGE ISLAND GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
SHELTON GENERAL BUSINESS -
NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS -
NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS
#069370 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Partnership

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

CITY/COUNTY ENDORSEMENTS:

BURIEN GENERAL BUSINESS - NON-RESIDENT #09029 - ACTIVE
OCEAN SHORES GENERAL BUSINESS - NON-RESIDENT #25773 - ACTIVE
REDMOND GENERAL BUSINESS - NON-RESIDENT #RED12-000283 - ACTIVE
ABERDEEN GENERAL BUSINESS - NON-RESIDENT #216490 - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Aberdeen city license valid until canceled by either party.

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Not licensed to hire minors without a Minor Work Permit.

PARTNERS:

PETTIS, FAITH LI
CRAWSHAW-LEWIS, STACEY

LAWRENCE, PAUL J
GREGORY, DEANNA L

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: 603099772 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2026

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BAINBRIDGE ISLAND GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
SHELTON GENERAL BUSINESS -
NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS -
NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS
#069370 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Partnership

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

JOHNSON, BERKLEY GERALD GERALD
STIFFARM, DENISE
SKELTON, JESSICA
TOMLINSON, ZACHARY
JURICH, JON
LEONARD, CURTIS

MOORE, RICHARD
DE LANOY, JOHN
BENGE, ALISON
CHAVEZ, CHARLES
LISAGOR, JAMIE
PEKELIS, ZACHARY

Issue Date: Jan 10, 2025

Unified Business ID #: 603099772

Business ID #: 001

Location: 0001

Expires: Mar 31, 2026

REGISTERED TRADE NAMES:

PACIFICA LAW
PACIFICA LAW GROUP
PLG

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: 603099772 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2026

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BAINBRIDGE ISLAND GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
SHELTON GENERAL BUSINESS -
NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS -
NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS
#069370 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2025

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 3018 Bothell WA 98041	CONTACT NAME: Teri Murphy PHONE (A/C, No, Ext): 425-489-4500 E-MAIL ADDRESS: now.info@hubinternational.com FAX (A/C, No): 425-485-8489
INSURED Pacifica Law Group LLP 1191 Second Ave Suite 2000 Seattle WA 98101	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Company of America INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19046 25674

COVERAGES**CERTIFICATE NUMBER:** 1987883663**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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6802T351030	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input 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			6802T351030	4/1/2025	4/1/2026	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 DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUPB0499227	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A B	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	6802T351030 UBB0499172	4/1/2025 4/1/2025	4/1/2026 4/1/2026	PER STATUTE <input checked="" 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)

CERTIFICATE HOLDER**CANCELLATION**City of Spokane
808 W. 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



December 20, 2024

Pacifica Law Group LLP
1191 2nd Avenue
Suite 2000
Seattle, WA 98101-3404

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Pacifica Law Group LLP has Professional Liability Coverage under Policy LPL-1973-2025 with an annual limit of \$10,000,000 per claim and \$20,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$250,000 each claim up to an aggregate of \$500,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2025 to January 1, 2026.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP

A handwritten signature in black ink that reads "Anne M. Mahoney". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

By:

Anne M. Mahoney
Assistant Director of Underwriting

Date: 12/20/2024

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax

alas.com

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/20/2025

Clerk's File #

OPR 2022-0481

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

CR27579

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

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

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (LABOR NEGOTIATIONS)

Agenda Wording

Contract Amendment for Summit Law Group, Seattle, WA, as outside legal counsel assisting the City in Labor Negotiations and Human Resource advice. This amendment will increase the contract by \$100,000 for a total contract amount of \$400,000.00.

Summary (Background)

The City has collective bargaining in 2025 with Local 29 SFFBU and SAFO, Local 270, Local 270-PA, and potentially Local 270-PD, as well as three matters moving to mediation and arbitration. These matters will be handled in part by Legal and HR staff but also with the assistance of Summit Law Group.

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	#	0020-88100-18900-54105-99999
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			
bethk@summitlaw.com		johnh@summitlaw.com	
mpiccolo@spokanecity.org		sdhansen@spokanecity.org	
ywang@spokanecity.org			



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **SUMMIT LAW GROUP**, whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

WHEREAS, additional funds are necessary, 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 June 19, 2022 and June 27, 2022, 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 on February 1, 2025.

4. 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 **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)**.

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.

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

25-117

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney



< **Business Lookup**

License Information:

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

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, PLLC

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682



Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2026	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2026	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2026	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2026	Apr-10-2019
Federal Way General Business - Non-Resident				Active	Feb-28-2026	Jul-22-2021
Issaquah General Business - Non-Resident				Active	Feb-28-2026	Jun-28-2018



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2026	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2026	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2026	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2026	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2026	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2026	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2026	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2026	Nov-07-2023

Owners and officers on file with the Department of Revenue



Owners and officers**Title**

ANGER, KRISTIN D

DANELO, ADA

DIXON, HEATH

STODDARD, KRISTIN

YOUNKER, RODNEY B

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
4/29/2025 7:49:16 AM

Contact us

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SUMMLAW-01

TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

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 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Summit Law Group, PLLC 315 5th Avenue S., Suite 1000 Seattle, WA 98104	NAIC # 20443

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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4031454583	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 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 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			4031454583	5/1/2025	5/1/2026	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4031455250	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> 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	4031454583	5/1/2025	5/1/2026	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane c/o Sheila Hansen 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
--	---

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/13/2025

Clerk's File #

OPR 2023-0579

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

FACILITIES MANAGEMENT

Bid #

IPWQ #5806-23

Contact Name/Phone

DAVE STEELE 625-6064

Requisition #

CR PENDING

Contact E-Mail

DSTEELE@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**

5900 FACILITIES INTERMODAL FACILITY JANITORIAL SERVICES CONTRACT

Agenda Wording

The Facilities Department utilizes contracted janitorial services for all cleaning needs at the Intermodal Facility. The scope includes both buildings on site--the Intermodal Building and the Parking Services Building.

Summary (Background)

The janitorial services include both buildings on site--the Intermodal Building and the Parking Services Building. In partnership with City Purchasing, a request for bids was issued in April of 2023. The low bidder was ABM Janitorial. The contract is written as a 3--year agreement with two (2), 1-year extensions available. This is authorizing the first 1-year renewal for a cost of \$152,896.56 for June 2025 to June 2026.

What impacts would the proposal have on historically excluded communities?

This work focuses on providing access to core City functions but does not provide any significant new opportunities.

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 focuses on providing access the core City functions but does not provide any significant new opportunities.

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

This work focuses on providing access the core City functions but does not provide any significant new opportunities.

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 focuses on providing access to core City functions but does not provide any significant new opportunities.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 152,896.56	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
The Year 4 costs include an 8.74% increase due to prevailing wage changes. The monthly cost is \$12,714.38--a monthly increase of \$1,023.01 from \$11,718.37. There is no sales tax pursuant to WAC 458-20-172.			
Amount		Budget Account	
Expense	\$ 125,251.80	# 5900-75510-18300-54906-89006 (Intermodal)	
Expense	\$ 8,807.16	# 5900-75510-18300-54806-89013 (Parking)	
Expense	\$ \$18,837.60	# 5900-75510-18300-54906-89006 (Amtrak)	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
We hope to charge Amtrak for their share of these costs.			
Approvals		Additional Approvals	
<u>Dept Head</u>	TEAL, JEFFREY	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Karl.Bowen@abm.com Karl Bowen		Jonathan.Bowen@abm.com	
facilitiesdepartment@spokanecity.org		laga@spokanecity.org	
klong@spokanecity.org		kbustos@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Dillon, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Intermodal Facility Janitorial Services Contract
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department utilizes contracted janitorial services for all cleaning needs at the Intermodal Facility. The scope includes both buildings on site, the Intermodal Building and the Parking Services Building. In partnership with City Purchasing a request for bids was issued in April of 2023. The low bidder was ABM Janitorial at approximately \$13,500 per month. The contract is written as a 3-year agreement with two (2), 1-year extensions available.</p> <p>This is authorizing the first 1-year renewal for a cost of \$156,866.95</p>
Proposed Council Action	Contract approval
Fiscal Impact Total Expense: <u>Not to exceed \$180,000 annually</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <div style="text-align: center;">NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</div>	
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? <div style="text-align: center;">NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</div>	

<p>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</p> <p>NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</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>NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</p>



CITY OF SPOKANE

**CONTRACT RENEWAL
1 of 2**

**Title: INTERMODAL FACILITY
JANITORIAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC** whose address is 112 North Altamont, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties". individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Intermodal Facility - Janitorial Services; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated July 5, 2023 and July 6, 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 June 1, 2025 and shall run through May 31, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED NINETY-SIX AND 56/100 DOLLARS (\$152,896.56)**, plus applicable sales tax, 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.

ABM INDUSTRY GROUPS, 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 Agreement:

Attachment A – Certification Regarding Debarment

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.

<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)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
10/26/2024

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com																					
INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>ACE Property & Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C:</td><td>Indemnity Insurance Company of North Ameri</td><td>43575</td></tr><tr><td>INSURER D:</td><td>QBE Specialty Insurance Company</td><td>11515</td></tr><tr><td>INSURER E:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER F:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	ACE Property & Casualty Insurance Company	20699	INSURER C:	Indemnity Insurance Company of North Ameri	43575	INSURER D:	QBE Specialty Insurance Company	11515	INSURER E:	Federal Insurance Company	20281	INSURER F:	AIG Specialty Insurance Company	26883
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	ACE American Insurance Company	22667																				
INSURER B:	ACE Property & Casualty Insurance Company	20699																				
INSURER C:	Indemnity Insurance Company of North Ameri	43575																				
INSURER D:	QBE Specialty Insurance Company	11515																				
INSURER E:	Federal Insurance Company	20281																				
INSURER F:	AIG Specialty Insurance Company	26883																				

COVERAGES**CERTIFICATE NUMBER:** W35920313**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"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	XSL G48949757	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H11374311	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	XEU G27910865 010	11/01/2024	11/01/2025	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 No	N/A	Y	WLR C72624804	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			130007484	07/01/2024	07/01/2025	Each Claim \$5,000,000 Aggregate \$5,000,000 Retention \$1,000,000	

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

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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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 26654876

BATCH: 3677297



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Worksite Location: Various city locations

Any person or organization whom you have agreed to are included as Additional Insured as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured.

If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance.

Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

INSURER AFFORDING COVERAGE: Federal Insurance Company

NAIC#: 20281

POLICY NUMBER: J06105798 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime/Employee Dishonesty/ Fidelity	Each Occurrence	\$5,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: WCU C72624762 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EL Each Accident	\$1,000,000
WC-Statutory/CA-\$1M SIR	EL Disease-Pol Limit	\$1,000,000
OH, WA, OR, IL, MI - \$500K SIR	EL Disease-Each Empl	\$1,000,000

ADDITIONAL REMARKS:

ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER are included under Excess Workers Compensation policy #WCU C72624762



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
POLICY NUMBER: CPO 16081985 EFF DATE: 05/01/2024 EXP DATE: 05/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Loss	\$10,000,000
□□□□□□□□□□□□□□□□□□□□□□□□	Aggregate	\$10,000,000
□□□□□□□□□□□□□□□□□□□□□□□□	SIR	\$500,000

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
POLICY NUMBER: 080768613 EFF DATE: 05/01/2024 EXP DATE: 05/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Property Coverage	Per Policy	\$5,000,000

ADDITIONAL REMARKS:
All Risk of Physical Damage at any location including customer's premises, subject to policy terms.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: ISA H11374311 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit	\$2,000,000

ADDITIONAL REMARKS:
Automobile Liability includes Excess Garage keepers Liability.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 13
Policy Symbol ISA	Policy Number H11374311	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 11
Policy Symbol ISA	Policy Number H11374311	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

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 the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

BLANKET ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 26
Policy Symbol XSL	Policy Number G48949757	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent required by and in accordance with the terms of such written contract executed prior to loss, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing or completed operations.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 21
Policy Symbol XSL	Policy Number G48949757	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol XSL	Policy Number G48949757	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**SCHEDULE**

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

**OTHER INSURANCE AMENDMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT)**

Named Insured ABM Industries Incorporated			Endorsement Number
Policy Symbol XEU	Policy Number G27910865 010	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement 11/01/2024
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS**, “**Other Insurance**” is amended to add the following:

If, prior to an “occurrence”, you have specifically agreed in a written contract that this insurance must be primary and non-contributory with “other insurance” issued to a person or organization, then this insurance shall be primary with respect to such “occurrence” and shall not contribute with such “other insurance”.

With respect to such an “occurrence”, this insurance will only apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of your operations or premises owned by, managed by or rented to you.

However, the insurance provided will not exceed the lesser of:

- a. The coverage’s and/or Limits of Insurance of this policy, or
- b. The coverage’s and/or Limits of Insurance required by said agreement.

With respect to any contract or agreement you enter into which requires another party to furnish insurance to an “insured”, this policy shall be excess of and not contribute with any such insurance available to the other party.

2. Notwithstanding anything to the contrary:

- a. This insurance does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf; and
- b. This endorsement shall not apply to any coverage for which applicable “underlying insurance” does not also provide coverage to such person or organization on a primary and non-contributory basis.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

Named Insured ABM Industries Incorporated			Endorsement Number
Policy Symbol XEU	Policy Number G27910865 010	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement 11/01/2024
Issued By (Name of Insurance Company) ACE Property & Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS, Transfer of Rights of Recovery Against Others to Us** is amended to add the following:

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:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

All other terms and conditions remain unchanged.

Authorized Representative

RECOVERY FROM OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol WCU	Policy Number C72624762	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured ABM INDUSTRIES INCORPORATED ONE LIBERTY PLAZA, 7TH FLOOR NEW YORK NY 10006	Endorsement Number
	Policy Number Symbol: WLR Number: C72624804
Policy Period 11-01-2024 TO 11-01-2025	Effective Date of Endorsement 11-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H11374311	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:
- 1. You.
 - 2. Any of your “employees” or agents.
 - 3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

< Business Lookup

License Information:

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

Entity name: ABM INDUSTRY GROUPS, LLC

Business name: ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY

Entity type: [Limited Liability Company](#)

UBI #: 604-075-772

Business ID: 001

Location ID: 0003

Location: Active

Location address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804

Mailing address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804

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
Airway Heights General Business - Non-Resident	12995			Active	Jan-31-2026	Jan-18-2019
Cheney General Business - Non-Resident	BUS2017-031			Active	Jan-31-2026	Feb-14-2019
Colville General Business - Non-Resident	000730.0			Active	Jan-31-2026	May-30-2017
Deer Park General Business - Non-Resident				Active	Jan-31-2026	Apr-12-2017
Liberty Lake General Business - Non-Resident				Active	Jan-31-2026	Apr-12-2017
Pullman General Business - Non-Resident				Active	Aug-31-2025	Aug-20-2024
Ritzville General Business - Non-Resident				Active	Jan-31-2026	Jul-01-2019
Spokane General Business				Active	Jan-31-2026	Apr-12-2017



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane Valley General Business - Non-Resident				Active	Jan-31-2026	Apr-12-2017

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ABM INDUSTRIES INCORPORATED	
BINDEMAN, MICHAEL S	
BOUVIER, CHRISTOPHER B.	
BURD, VALERIE	
BUSH, BRIAN	
CHIN, DEAN A.	
FLYNN, SCOTT	
GJELAJ, MARTIN	
GOLDMAN, DAVID	
HATLER, BILLY	
HETRICK, DEBORAH	
JACOBSEN, RENE	
LUCKENBACH, MYRON	
MILLER, BRANT	
NEWBORN, ANDREA R.	

Registered Trade Names

Filter

Registered trade names	Status	First issued
ABM	Active	Apr-17-2017
ABM EDUCATION	Active	Feb-08-2017
ABM FACILITY SERVICES	Active	Feb-08-2017
ABM HEALTHCARE	Active	Feb-08-2017
ABM HIGH TECH	Active	Feb-08-2017
ABM INDUSTRIES GROUP LLC	Active	Sep-18-2018



Registered trade names	Status	First issued
ABM INDUSTRY GROUPS, LLC	Active	Jan-04-2024
ABM JANITORIAL SERVICES - SOUTHEAST	Active	Feb-08-2017
ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY	Active	Apr-17-2017
ABM PARKING SERVICES	Active	Feb-08-2017
DIVERSCO	Active	Feb-08-2017
HEALTHCARE PARKING SYSTEMS OF AMERICA	Active	Feb-08-2017
View Additional Locations		
The Business Lookup information is updated nightly. Search date and time: 4/28/2025 9:22:31 AM		

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported



From: [Ashtin Luedtke](#)
To: [Long, Kelly](#)
Cc: [Jonathan M Bowen](#)
Subject: 2024 Increase
Date: Friday, December 13, 2024 8:29:57 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201

Re: 2024 Increase

Dear Kelly Long:

We would like to take this opportunity to thank you for allowing us to provide your cleaning services. At ABM, we take great pride in maximizing value for our partners. We accomplish this goal by delivering exceptional service, at highly competitive pricing.

While we make every effort to control costs and expenses for your account, there are certain key components within the pricing structure that increase, which in turn, forces our pricing to escalate. These components are based on factors that are beyond our reasonable control, such as increases to minimum wage, prevailing wages, mandated union increases (where applicable) and other supply, insurance and cost changes, including but not limited to increases resulting from insufficient labor supply in certain affected markets.

Due to the change in prevailing wage from \$18.54 an hour to \$20.16 (1/1/25) an hour, we write to notify you that the billing amount for your account will be increased by 8.73%. Effective January 1, 2025, this is your new monthly pricing:

40184137 / 109189.2	COS - Field Engineers	\$1,065.99
40250000 / 109754.1	COS - Intermodal Facility	\$12,741.38
40181169 / 109185.1	COS - PROSECUTOR'S OFFICE	\$1,074.85
40181170 / 109189.1	COS - PUBLIC DEFENDERS OFFICE	\$1,065.30

We understand that this increase may be more than you budgeted for so don't hesitate to contact us if we need to look at options to lower this new monthly pricing.

In order to comply with Sarbanes Oxley (SOX) revenue recognition rules, we seek your approval for this increase. Please reply to this email with "approved", so that we can adjust your billing accordingly. We thank you for your understanding and look forward to continuing our relationship for many more years to come.

Sincerely,

On behalf of Jonathan Bowen
Senior District Manager
406-459-3229
Jonathan.bowen@abm.com

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/13/2025

Clerk's File #

OPR 2023-1223

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

FACILITIES MANAGEMENT

Bid #**Contact Name/Phone**

DAVE STEELE 625-6064

Requisition #**Contact E-Mail**

DSTEELE@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**

5900 FACILITIES WATER DEPARTMENT UPRIVER DAM OFFICE REBUILD

Agenda Wording

The City of Spokane's Upriver Dam facility has long needed modernization to improve overall energy efficiencies, space usability, public interface, and employee work environment. This project is focused on providing a modern conference room/meeting space, minor office upgrades, and improving the public interface of the facility for tours and educational visits.

Summary (Background)

This is the Architectural & Engineering consulting amendment that will provide redesign that includes the remodel of the existing break room, creating a new conference room and the creation of a new office.

What impacts would the proposal have on historically excluded communities?

As a critical City service, the Water Department provides services to all areas of the City. 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. Upriver Dam is uniquely utilized by the local community for educational purposes with regional student tours of all ages provided.

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 is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

Renovation at this facility will improve the usability of the space while provided necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract management best practices will be used 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 investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 43,860.00	
Current Year Cost		\$ 43,860.00	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 43,860.00	#	4100-42490-94340-56501-11026
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
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>	TEAL, JEFFREY		
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
sclark@integrusarch.com		facilitiesdepartment@spokanecity.org	
rgennett@spokanecity.org		laga@spokanecity.org	
klong@spokanecity.org		kbustos@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water Department / Facilities
Contact Name	Raylene Gennett / Dave Steele
Contact Email & Phone	509-625-7821 / 6064
Council Sponsor(s)	CM Dillon and CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Upriver Dam Office Rebuild Modernization – A&E Consulting Agreement
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane's Upriver Dam Facility has long needed modernization to improve overall energy efficiencies, space usability, public interface, and employee work environment. This project is focused on providing a modern conference room / meeting space, minor office upgrades, and improving the public interface of the Facility for tours and educational visits.</p> <p>This is the Architectural & Engineering consulting contract amendment that will provide redesign that includes the remodel of the existing break room, creating a new conference room and the creation of a new office.</p>
Proposed Council Action	Document approval
Fiscal Impact Total Expense: \$43,860.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: 4100-42490-94340-56501-11026 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <div style="text-align: center; padding: 20px;"> As a critical City service, the Water Department provides services to all areas of the City. 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. Upriver Dam is uniquely utilized by the local community for educational purposes with regional student tours at all ages provided. </div>	

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 is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors

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

Renovations at this facility will improve the usability of the space while providing necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract management best practices will be used 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 investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.



CITY OF SPOKANE
CONTRACT AMENDMENT

**Title: DESIGN AND ENGINEERING SERVICES FOR
UPRIVER DAM BUILDING INTERIOR REMODEL**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INTEGRUS**, whose address is 10 South Cedar, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to Design and Engineering Services for Upriver Dam Building Interior Remodel; and

WHEREAS, additional services are needed, 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 November 29, 2023 and November 30, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 4, 2025, and shall end October 31, 2025.

3. ADDITIONAL WORK.

The original contract is amended to include additional redesign and remodel services as noted in the attached Proposal dated March 4, 2025.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY-THREE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 DOLLARS (\$43,860.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

INTEGRUS

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 Amendment:

Company's Proposal dated March 4, 2025

25-094

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/14/2025

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: Wendy Christeson PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: wendy.christeson@usi.com														
INSURED Integrus Architecture, P.S. 10 South Cedar St. Spokane, WA 99204	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER B : Everest National Insurance Company</td> <td>10120</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company Ltd.	11000	INSURER B : Everest National Insurance Company	10120	INSURER C :		INSURER D :		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	<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 type="checkbox"/> LOC OTHER:	X	X	52SBAAF5411	09/01/2024	09/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input 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	52SBAAF5411	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	52SBAAF5411	09/01/2024	09/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	52SBAAF5411	09/01/2024	09/01/2025	PER STATUTE <input checked="" 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	Professional Liability Incl. Pollution		X	AAEP000833241	05/30/2024	05/30/2025	\$5,000,000 per claim \$5,000,000 annl aggr.

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

RE: Project #22357.00 Spokane Water Department- Upriver Dam Office.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy includes a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above.

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

Gary D. Patterson

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B., EXCLUSIONS, is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" that is a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. 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

c. 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".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** 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 as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:
 - a. **Fellow Employee**
Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
 - b. **Care, custody or control**
Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C. With respect to the operation of a "hired auto" and "non-owned auto", Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:
The following are "insureds":
 - a. You.
 - b. Your "employee" while using with your permission:
 - (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
 - c. Anyone else while using a "hired" auto" or "non-owned auto" with your permission except:
 - (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", (partners if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.
 - d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- D. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:
 1. **OTHER INSURANCE**
 - a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your employee".
 - b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.
 2. **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- E. With respect to the operation of a "non-owned auto":
 1. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the EMPLOYEE INDEMNIFICATION AND

EMPLOYER'S LIABILITY Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to:

- (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (b) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

F. The following definitions are added:

LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

A "non-owned auto" is an "auto" you do not own including but not limited to:

- 1. "Hired auto" means any "auto" you lease, hire, rent or borrow; this does not include any auto you lease, hire, rent or borrow from any of your

"employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other

auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

- 2. "Non-owned auto" means any "auto" that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

- a. "Autos" owned by your "employees" or partners (if you are a partnership), or members (if you are a limited liability company) or your "executive officers" or members of their households but only while used in your business or your personal affairs.
- b. Customer's "auto" that is in your care, custody or control for service.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

- 1.** The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".
- 2.** The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.
- 3.** 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.

- 4.** If the applicable "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 "project".

- 5.** The provisions of Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

- 1.** "Project" means "your work" at location(s) away from premises owned or rented to you.

26. Unintentional Errors and Omissions

The unintentional failure by **you** or any insured to provide accurate and complete representations as of the inception date of this policy will not prejudice the coverages afforded by this policy, provided you inform **us** of such failure promptly after **your** discovery thereof and pay, within the time limits set forth in **our** additional premium invoice, any additional premium **we** determine is applicable (if any).

27. Waiver of Subrogation

- a. **You** may waive **your** rights against another party if required in written contract executed prior to any **accident**, loss, claim, **suit**, **wrongful act**, **injury**, offense or **occurrence**.
- b. In the event of any payment under this policy, **we** shall be subrogated to the extent of such payment to all **your** rights of recovery therefor. **You** shall execute all papers required and do anything else that may be necessary, advisable or desired, at **our** expense, to secure such right. **We** will act in concert with any other interests concerned, i.e., **you** and any other insurer participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.
- c. If this policy includes a Kidnap and Ransom Coverage Part, then in the event of any payment under such Coverage Part:
 - (1) **We** will be subrogated to an **insured person's** rights of recovery. In such case the **insured person(s)** will execute all documents required and will do everything necessary to secure and preserve such right including the execution of such documents necessary to enable **us** to bring **suit** in **your** name; and
 - (2) All recoveries, less the actual cost to **us** of recovery, will be distributed firstly to **us** for all amounts paid by **us** under the Kidnap and Ransom Coverage Part and any remainder will be paid to **you**.
- d. If any amount is recovered as a result of a subrogation proceeding, the net amount recovered after deducting the costs of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there is no recovery, the expense of any subrogation proceeding shall be borne proportionately by the interests involved in the proceeding.

28. When **We** Do Not Renew – Ninety (90) Days Advance Notice

If **we** decide not to renew this policy or any Coverage Part of this policy, **we** will mail or deliver to the first Named Insured shown in the Declarations written notice of non-renewal. Such notice will be mailed or delivered at least ninety (90) days before the end of the policy term set forth in Declarations.

If such notice is mailed, proof of mailing will be sufficient proof of notice.

We will mail or deliver **our** notice of non-renewal to the first Named Insured's "principal place of business address" set forth in the Declarations, and shall endeavor to mail or deliver a copy (for convenience purposes only) to the "mailing address" set forth in the Declarations. For the avoidance of doubt, if either such address has been updated by endorsement, then such respective updated address shall govern.

If **we** non-renew either this policy, or any Coverage Part in conjunction with which **we** have issued **local underlying policies**, then **we** will also non-renew all **local underlying policies** concurrently with the non-renewal of this policy or pertinent Coverage Part where permitted by, and in accordance with, the law of the applicable country or jurisdiction.

ENDORSEMENT NO. 2

This endorsement, effective 12:01 A.M., June 13, 2024

Forms a part of Policy No.: WS11020840

Issued to: INTEGRUS ARCHITECTURE P.S.

By: Insurance Company Of the State of Pennsylvania

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN COMMERCIAL PACKAGE POLICY

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under **your** FOREIGN COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Designated Construction Project(s):

21443.00 Ashgabat, Turkmenistan
21615.00 Colombo, Sri Lanka
21643.00 Hyderabad, India
21727.00 Nairobi, Kenya
21900.00 Nassau, Bahamas
22006.00 Podgorica, Montenegro
22241.00 Ashgabat, Turkmenistan ? Phase II
22265.00 Riyadh, Saudi Arabia

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the Insured becomes legally obligated to pay as damages caused by **occurrences** under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

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 Foreign Commercial General Liability Coverage Part Schedule of Limits.
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**.

ENDORSEMENT NO. 2

This endorsement, effective 12:01 A.M., June 13, 2024

Forms a part of Policy No.: WS11020840

Issued to: INTEGRUS ARCHITECTURE P.S.

By: Insurance Company Of the State of Pennsylvania

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 Foreign Commercial General Liability Coverage Part Schedule of Limits nor shall they reduce any other Designated Construction Project General Aggregated Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Foreign Commercial General Liability Coverage Part Schedule of Limits 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 Foreign Commercial General Liability Coverage Part Schedule of Limits, 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 COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
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 Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 12

This endorsement, effective 12:01 A.M., June 13, 2024

Forms a part of Policy No.: WS11020840

Issued to: INTEGRUS ARCHITECTURE P.S.

By: Insurance Company Of the State of Pennsylvania

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

FOREIGN BUSINESS AUTO LIABILITY COVERAGE PART

FOREIGN BUSINESS AUTO LIABILITY AND PHYSICAL DAMAGE COVERAGE PART

The following sub-section is added to the end of "**COVERAGE A. LIABILITY COVERAGE**", "**5. Who Is An Insured**":

- d. Any person or organization **you** are obligated to include as an additional insured under this policy as a result of any contract or agreement **you** enter into which requires **you** to furnish insurance to such person or organization of the type provided by this policy, but only with respect to liability arising out of a **covered auto**. However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. The following is added to SECTION A. - COVERAGES:

COVERAGE - STOP GAP - EMPLOYERS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section D. - LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if the requirements of (1) and (2) below are satisfied:

(1) (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

(b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and

(c) "Employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Washington; and

(2) (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(2) For care and loss of services; and

(3) For consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

- (4) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury was substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, occupational disease, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of any:

- (1) Coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee"; or
- (2) Other employment or personnel-related decisions, practices, policies, acts or omissions.

g. Failure To Comply With Workers' Compensation Law

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356a);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Mine Safety and Health Act of 1977 (30 USC 801 et. seq.), which includes the Black Lung Benefits Reform Act of 1977 (30 USC Sections 901-944);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

- B.** The Coverage Extension - Supplementary Payments provisions apply to Coverage – Stop Gap Employers Liability as well as to Business Liability Coverage.
- C.** For the purposes of this endorsement, **SECTION C. - WHO IS AN INSURED**, is replaced by the following:

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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.

- D.** For the purposes of this endorsement, **SECTION D. - LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**, is replaced by the following:
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 2. The **BODILY INJURY BY ACCIDENT - EACH ACCIDENT** Limit shown in the Declarations is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
 3. The **BODILY INJURY BY DISEASE - POLICY LIMIT** shown in the Declarations is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. Subject to Paragraph **D.3.** of this endorsement, the **BODILY INJURY BY DISEASE - EACH EMPLOYEE** Limit shown in the Declarations is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- E.** For the purposes of this endorsement, the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (**SECTION E. - LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**), is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and

(5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, the definition of "coverage territory" (SECTION G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS) is replaced by the following:

"Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in 1. above; or
3. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in 1. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following definitions are added to SECTION G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Workers' Compensation Law" means the Workers' Compensation Law, any Occupational Disease Law, or similar laws of Washington. This does not include provisions of any law providing non-occupational disability benefits.
2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" (SECTION G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS) does not apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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This supplemental contract modifies insurance provided under the policy to which it is attached.

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meanings. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

SECTION I - COVERAGES

INSURING AGREEMENTS

A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV – LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT.**

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
 - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
 - b. Prior to the "policy period", no "insured" listed under Paragraph **A.** of Section **III – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or

authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph **A.** of Section **III – Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for "damages" because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

B. Exclusions

This policy does not apply to:

1. Pollution

Any obligation:

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- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
 - (1) By reason of any such claim or suit or any such injury or damage; or
 - (2) In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;
- c. Irritants; or
- d. Toxic substances;

Including:

Smoke;

Vapors;

Soot;

Fumes;

Acids;

Alkalis;

Chemicals, and

Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Extension Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the

Extension Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception **b.** does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, or handled for movement into, onto or from, any "auto";
 - (b) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (c) Being stored, disposed of, treated or processed in or upon any "auto";
- (2) 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 any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (a) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (b) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** or **f.(3)**. of the definition of "mobile equipment" in the Business Liability Coverage Form.

Paragraphs (2) and (3) 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 an "auto" covered by the "underlying insurance" if:

- (a) 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 the "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

2. Workers' Compensation and Similar Laws

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

4. Personal and Advertising Injury

"Personal and advertising injury".

EXCEPTION

This exclusion does not apply if "underlying insurance" is applicable to "personal and advertising injury" and to claims arising out of that "personal and advertising injury".

5. Underlying Insurance

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any aircraft:

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

7. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others, of any watercraft that is owned or operated by or rented or loaned to, any "insured".

This exclusion does not apply to:

- a. Watercraft you do not own that is:
 - (1) Less than 51 feet long; and
 - (2) Not being used to carry persons for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

8. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

9. Damage to Property

"Property damage" to property you own.

10. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

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11. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

12. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

13. Recall of Products, Work or Impaired Property

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

14. Expected or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Employer Liability

With respect to coverage afforded any of your "employees", to "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;

- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee";
- c. To you, or any of your partners or members (if you are a partnership or joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs **a.** and **b.** of this exclusion apply:

- (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.

EXCEPTION

Subparagraphs **a.** and **b.** of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Extension Schedule of Underlying Insurance Policies.

16. Property Damage to Employee's Property

With respect to coverage afforded any of your "employees", to "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company);

17. Uninsured or Underinsured Motorists

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

unless this policy is endorsed to provide such coverage.

18. Employment Practices Liability

Any injury or damage to:

1. A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or

- (c) Any employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- 2. The spouse, child, parent, brother or sister of that person, as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- i. Whether the "insured" may be liable as an employer or in any other capacity; and
- ii. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

19. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

20. Asbestos

Any injury, "damages", loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for "damages" because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

21. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of an "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

22. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

23. Limited Underlying Coverage

Any injury, damage, loss, costs or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. An "underlying insurance" policy or policies specifically provides coverage; but that
- b. Because of a provision within the "underlying insurance", such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Extension Schedule of Underlying Insurance Policies.

24. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT

- A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

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1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period";

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;
2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits", are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B.** You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition

to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.

- C.** We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

SECTION III - WHO IS AN INSURED

- A.** If you are doing business as:

1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
3. A limited liability company, you are an "insured". Your members are also "insureds", but with only respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

- B.** Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business or your "employees" other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:
 - a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
 - b. Only if such "volunteer workers" or "employees" are "insureds" in the "underlying insurance" with limits of

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liability at least as high as set forth in the Extension Schedule of Underlying Insurance Policies, subject to all the limitations upon coverage and all other policy terms and conditions of such "underlying insurance" and this policy.

2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
 - b. Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance".
 - c. Beyond the period of time required by the written contract, written agreement or permit.
3. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed
 4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.
- C. With respect to any "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".
 - D. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an "insured" while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an "insured", but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an "insured" with respect to:

1. "Bodily injury" to a co-"employee" of the person driving the equipment; or
2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an "insured" under this provision.

- E. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
 2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- F. Each person or organization, not included as an "insured" in Paragraphs **A.**, **B.**, **C.**, **D.**, or **E.**, who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

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.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Extension Schedule of Underlying Insurance Policies.

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SECTION IV - LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made or "suits" brought;
 3. Persons or organizations making claims or bringing "suits"; or
 4. Coverages under which "damages" are covered under this policy.
- B. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":
1. Because of injury or damage included within the "products-completed operations hazard";
 2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
 3. Because of "bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any "auto".
- C. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".
- D. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
- E. Subject to B., C., or D. above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
- F. Our obligations under this insurance, except for our obligations under the Cancellation and Nonrenewal Conditions, end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
- G. The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

- A. The insurance does not apply:
1. To "bodily injury" or "property damage":
 - a. With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:
 - a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.
- B. As used in this exclusion:
- "Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

SECTION VI - CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with the Premium Section of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium.

At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations, shall become due and payable by such Named Insured. If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named Insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.

B. Inspection and Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

C. Duties In The Event Of Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
 - (a) You, or any additional insured that is an individual;
 - (b) Any partner, if you or an additional insured are a partnership;
 - (c) Any manager, if you or an additional insured are a limited liability company;
 - (d) Any "executive officer" or insurance manager, if you or an additional insured are a corporation.
 - (e) Any trustee, if you or an additional insured is a trust; or
 - (f) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- (a) How, when and where the "occurrence" took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any "insured", you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us in writing as soon as practicable if the claim is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.
3. You and any other involved "insured" must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
 - (b) Authorize us to obtain records and other information;
 - (c) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (d) Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.
4. No "insured" will, except at that "insured's" own cost, make or agree to any settlement for a sum in excess of:
 - (a) The total limits of "underlying insurance"; or
 - (b) The "self-insured retention" if no "underlying insurance" applies without our consent.
5. No "insured" will, except at that "insured's" own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

D. Assistance and Cooperation of the Insured

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and

2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

E. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an "insured"; or
- b. To sue us on this policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but, we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

F. Appeals

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention", we may elect to make such appeal, at our cost and expense. If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;
 2. Disbursements; and
 3. Additional interest incidental to such appeal;
- but in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and

- c. Any increase in "damages" over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

G. Other insurance

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;
2. Contributing;
3. Excess; or
4. Contingent;

Provided that if such other insurance provides umbrella coverage in excess of "underlying insurance" or a "self-insured retention", this policy shall contribute therewith with respect to "damages".

However, we shall not be liable for a greater proportion of such loss than the amount which would have been payable under this policy bears to the sum of:

1. Said amount; and
2. The amounts which would have been payable under each other umbrella policy applicable to such loss, had each such policy been the only policy so applicable.

H. Transfer Of Rights Of Recovery Against Others To Us

- a. If the "insured" has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after a loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.
- b. Recoveries shall be applied to reimburse:
 - (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
 - (2) Second, us, along with any other insurers having a quota share interest at the same level;
 - (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- c. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

I. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

J. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom claim is made or "suit" is brought.

K. Maintenance of Underlying Insurance

Policies affording in total the coverage and limits stated in the Extension Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
2. Termination of part or all of one or more of the policies of "underlying insurance";
3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

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L. Cancellation

1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.
4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

M. Nonrenewal

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of nonrenewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

N. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other "employee" arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other "employee" automatically terminates at the same time.

O. Bankruptcy or Insolvency

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

P. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Extension Schedule of Underlying Insurance Policies are accurate and complete;
- c. The statements in **a.** and **b.** are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

SECTION VII - DEFINITIONS

Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.

- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Auto"** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- C. **"Covered pollution cost or expense"** means any cost or expense arising out of:
 1. Any request, demand or order; or
 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "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".

"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":

 1. That are, or that are contained in any property that is:
 - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

- b. Otherwise in the course of transit by or on behalf of the "insured"; or
 - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
2. 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 any "auto"; or
 3. After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

1. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
2. The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **f.(2)** or **f.(3)** of the definition of "mobile equipment" in the Business Liability Coverage Form.

Paragraphs **b.** and **c.** 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 an "auto" covered by the "underlying insurance" 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 the "auto"; and
2. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

D. "Damages" means a monetary award, monetary settlement or monetary judgment. "Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

The following are not considered "damages" and are not covered by this policy:

1. Fines, penalties, sanctions or taxes;
2. Attorney's fees and costs associated with any non-monetary relief awarded against the "insured"; or

3. Any monetary award, monetary settlement or monetary judgment for which insurance is prohibited by the law(s) applicable to the construction of this policy.

E. "Insured" means any person or organization qualifying as an "insured" in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

F. "Occurrence" means:

1. With respect to "bodily injury" or "property damage", an "accident", including continuous or repeated exposure to substantially the same general harmful conditions; and
2. With respect to "personal and advertising injury", an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

G. "Policy period" means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

H. "Self-insured retention" means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

I. "Underlying insurance" means the insurance policies listed in the Extension Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance". The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

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1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.

AMEND INSURED/POLLUTION INCIDENT ENDORSEMENT

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Integrus Architecture, P.S.	AAEP000833-241	5/30/2024 – 5/30/2025	Everest National Insurance Company	5/30/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is hereby understood and agreed that SECTION XX.S. Insured is amended by the addition of the following:

Insured also means the Named Insured’s clients, but only:

- 1. with respect to such client’s liability for Pollution Incidents arising from the Named Insured’s activities or the activities of any person or entity for whom the Named Insured is legally liable; and
- 2. if a written contract or written agreement is in effect between the Named Insured and such client requiring the client to be named as an additional insured under this Policy for such coverage as set forth in Paragraph 1. above.

Notwithstanding anything to the contrary in this Policy, the coverage provided to such client under this Policy is limited to the amount to insurance required by such written contract or written agreement or available under the applicable Limits of Liability of this Policy, whichever is less, and ends when the Named Insured’s activities for such client are completed or at the expiration of the Policy Period, whichever is sooner. This shall not increase the applicable “Per Claim” and “Aggregate” Limits of Liability shown in ITEM 5 of the Declarations. No client is insured under this Policy for a Pollution Incident arising out of such client’s own acts, errors or omissions. If any project-specific insurance applies, this Policy shall remain excess over such project-specific insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Authorized Representative

2. No **Extended Reporting Period** is available to any **Insured** who is suspended or resigns from the practice of providing **Professional Services** in lieu of suspension, in any state where the **Insured** has a license or right to provide **Professional Services**.
3. There shall be no coverage for any **Claim(s)** otherwise subject to coverage under this Section VII, if there is any other insurance in effect that would apply to such **Claim(s)**.
4. No **Extended Reporting Period** is renewable.
5. The Limit of Liability applicable to any **Extended Reporting Period** shall be part of, and not in addition to, the Limit of Liability for the **Policy Period** and the fact that the coverage provided by this Policy may be extended by the purchase or availability of an **Extended Reporting Period** shall not in any way renew, replenish or increase the Aggregate Limit of Liability stated in ITEM 3 of the Declarations nor change the scope of coverage available under this Policy.
6. An offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this extension of coverage.
7. All notices and premium payments made under this Section VII shall be submitted to the Insurer by the **Named Insured**.

SECTION VIII - ORGANIZATIONAL CHANGES

Acquisition of the Named Insured

If, during the **Policy Period**, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger or acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition. This Policy may not be cancelled after the effective time of such merger or acquisition, and the entire premium for this Policy shall be deemed fully earned as of such time.

SECTION IX - OTHER INSURANCE

If **Loss** resulting from any **Claim** is insured under any other valid and collectible professional liability, cyber liability, general liability or similar insurance to the insurance provided under this Policy, then this Policy shall apply only excess to the deductible or retention, if applicable, and limit of liability of such other insurance whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability provided in this Policy.

SECTION X - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, including any rights the **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act, error or omission. The **Insured** shall do whatever is necessary to secure and collect upon such right. The **Insured** shall do nothing to prejudice such rights. Provided however, if the **Insured** has waived its rights to subrogate against a third party through a written agreement made before a circumstance or **Wrongful Act** giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

< Business Lookup

License Information:

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

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: [Professional Service Corporation](#)

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

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
Architect Firm			View Architects	Active	Jun-30-2025	Sep-02-2011
Minor Work Permit				Active	Jun-30-2025	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2025	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2025	Oct-15-2012

< Page 1 of 2 >

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	



Owners and officers	Title
CARTER, BRIAN	
CLARK, STEVEN	
DANIEL, THERESA	
DONNELLY, PATRICK	
GRAPER, ROBERT	
LARSEN, KANDIS	
LUEDEMAN, JEFFEREY	
NEIGER, STEVE	
ROBBINS, THOMAS	
SACHS, LORETTA	
SANDERSON, JESSICA	
SCHAFER, SAM	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/15/2025 3:00:37 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported



March 4, 2025

Mr. Dave Steele
Project Manager / Real Estate Manager
City of Spokane

RE: Water Department Administration Building - Redesign

Dear Mr. Steele:

We are pleased to submit the following proposal for a round of redesign of the office improvements at the Upriver Dam facility. Our proposal is based upon the changes requested by new personnel at the site. Below is a brief description of the changes we're completing.

SCOPE OF SERVICES

The proposed scope for the redesign includes a remodel of the existing break room, creating a new conference room, and the creation of a new office near the chlorine room.

Locker room upgrades, control room upgrades, and restroom finish replacements will remain as previously designed.

EXCLUSIONS

The scope of work proposed is limited to the area of office space at the facility and excludes work outside the administrative space. Work to improve access to tour facilities beneath the space or other connected or adjacent buildings is not anticipated. It is assumed that the proposed improvements can be completed without upgrades to the building envelope and/or exterior fenestration systems. Exterior and/or site improvements are not included in this proposal. Structural engineering and seismic review and upgrades are not anticipated currently. The design of the generator separation assumes the equipment and exhaust system may remain in its current location. Design of electrical and mechanical to relocate the generator is excluded.

Other Exclusions:

- Civil Engineering, Site Surveying
- Landscape Architecture
- Hazardous Materials Testing and Consulting
- Acoustical Engineering
- Hazardous Materials Testing and Consulting
- Presentation Materials (Renderings / Models)
- Separate Bid Packages (Phased Construction, Early Site Packages)
- LEED Documentation
- Utility Rebate Assistance
- FF&E Assistance, Selection, and/or Procurement
- Conformed Bid Documents
- Value Engineering
- Constructability Review
- Life Cycle Cost Analysis (LCCA)

Mr. Dave Steele
Page 2
November 15, 2024

COMPENSATION

- **Compensation for Redesign Scope**

Integrus will provide professional services based on the scope of services described above as follows:

Integrus Architecture & Structural - Fixed Fee in the amount of	\$18,450.00
---	-------------

- **Consultants**

MW Engineers MEP	\$21,400.00
Cost Estimating	\$1,720.00
Integrus Markup	<u>\$2,310.00</u>

Consultant Fees	\$25,410.00
------------------------	--------------------

- **Reimbursable Expenses**

Reimbursable expenses, and any other charges incurred during the course of our work not directly provided by us, shall be billed at direct cost plus 10%. Direct expenses may include, but are not limited to, the following items: travel and per diem expenses, telephone, postage, mileage, printing and plotting, LEED registration, NREC/permitting fees, equipment expenses, and miscellaneous.

Estimated Reimbursable Expenses	\$0.00
--	---------------

TOTAL FEE PROPOSAL	\$43,860.00
---------------------------	--------------------

If you agree with the terms stated herein, please send us a formal agreement for signature.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to continue working with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Steven Clark, AIA

Architect | Associate Principal

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/8/2025

Clerk's File #

OPR 2025-0393

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

FACILITIES MANAGEMENT

Bid #**Contact Name/Phone**

DAVE STEELE 625-6064

Requisition #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

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

5900 FACILITIES DEPARTMENT FACILITIES ASSESSMENTS - MULTIPLE SITES

Agenda Wording

The Facilities Department has completed the scoping, procurement and contract development for completion of a detailed facility inventory & assessment for several general fund City Properties. This work will complete inventories and assessments of the building envelopes, critical HVAC systems and other mechanical equipment as well as the structural elements of the building, such as foundations, walls and roof.

Summary (Background)

This date will allow for the rapid development of updated itemized capital planning documents for each facility, providing the Facilities Department the information needed to develop detailed plans for completing capital equipment or system replacements, to complete required work, and develop preventative maintenance schedules, etc. on the list of the general fund buildings listed on the attached Committee Agenda Sheet. This contract is with Bureau Veritas Technical Assessments LLC, 6041 University Boulevard, Suite 200, Elliott City, Maryland 21043 for a total expenditure not to exceed \$96,968.42 plus 10% administrative reserve.

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?

Continuing to invest in City facilities with these assessments, as the backbone of our local government, provides for long term capital planning and ongoing investments in existing facilities. This directly supports the Comprehensive Plan along with a multitude of City resolutions, policies and plans.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 96,968.42	
Current Year Cost		\$ 96,968.42	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
An administrative reserve of 10% is requested.			
Amount		Budget Account	
Expense	\$ 6,608.88	# 5900-71300-18300-54802-68201 SPD Academy	
Expense	\$ 9,249.64	# 5900-71300-18300-54101-68206 SPD Evidence	
Expense	\$ 5,285.51	# 5900-71300-18300-54101-68203 SPD Gardner	
Expense	\$ \$10,571.02	# 5900-71300-18300-54101-68205/68207 SPD	
Expense	\$ \$7,928.26	# 5900-71300-18300-54101-89006/89013	
Expense	\$ 5,285.51	# 5900-71300-18300-54101-89003 Public Def/Pros	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
N/A			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
<u>Dept Head</u>	TEAL, JEFFREY		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	GBYRD		
Distribution List			
leilani.york@bureauveritas.com		laga@spokanecity.org	
jteal@spokanecity.org		klong@spokanecity.org	
facilitiesdepartment@spokanecity.org		kbustos@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department																														
Contact Name	Dave Steele																														
Contact Email & Phone	509-625-6064																														
Council Sponsor(s)	CM Dillon, CM Cathcart																														
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:																														
Agenda Item Name	Facility Assessments – Multiple Sites																														
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department has completed the scoping, procurement, and contract development for completion of a detailed facility inventory & assessment for several general fund City Properties. This work will complete inventories and assessments of the building envelopes, critical HVAC systems and other mechanical equipment, as well as the structural elements of the buildings such as foundations, walls, and roof. This data will allow for the rapid development of updated itemized capital planning documents for each facility, providing the Facilities Department the information needed to develop detailed plans for completing capital equipment or system replacements, to complete required repair work, and develop preventative maintenance schedules, etc. on the list of general fund buildings below. This contract is with Bureau Veritas Technical Assessments LLC, 6041 University Boulevard, Suite 200, Elliott City, Maryland 21043, for a total expenditure not to exceed \$96,968.42 (plus 10% contingency)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">NAME</th><th style="text-align: left;">ADDRESS</th><th style="text-align: right;">FEE</th></tr> </thead> <tbody> <tr> <td>POLICE ACADEMY</td><td>2302_N_WATERWORKS</td><td style="text-align: right;">\$6,606.88</td></tr> <tr> <td>POLICE EVIDENCE</td><td>4010_E_ALKI</td><td style="text-align: right;">\$9,249.64</td></tr> <tr> <td>POLICE GARDNER DETECTIVES</td><td>1427_W_GARDNER</td><td style="text-align: right;">\$5,285.51</td></tr> <tr> <td>POLICE NORTH PRECINCT</td><td>5124_N_MARKET</td><td style="text-align: right;">\$5,285.51</td></tr> <tr> <td>POLICE SOUTH PRECINCT</td><td>527_S_STONE</td><td style="text-align: right;">\$5,285.51</td></tr> <tr> <td>INTERMODAL STATION PARKING SERVICES</td><td>221_W_FIRST</td><td style="text-align: right;">\$7,928.26</td></tr> <tr> <td>PUBLIC DEFENDERS / PROSECT</td><td>824_N_MONROE</td><td style="text-align: right;">\$5,285.51</td></tr> <tr> <td colspan="2">LUMP SUM FOR AS BUILT FLOOR PLANS / ELECTRICAL / ROOF PLANS</td><td style="text-align: right;">\$52,041.60</td></tr> <tr> <td colspan="2">TOTAL FEE</td><td style="text-align: right;">\$96,968.42</td></tr> </tbody> </table>	NAME	ADDRESS	FEE	POLICE ACADEMY	2302_N_WATERWORKS	\$6,606.88	POLICE EVIDENCE	4010_E_ALKI	\$9,249.64	POLICE GARDNER DETECTIVES	1427_W_GARDNER	\$5,285.51	POLICE NORTH PRECINCT	5124_N_MARKET	\$5,285.51	POLICE SOUTH PRECINCT	527_S_STONE	\$5,285.51	INTERMODAL STATION PARKING SERVICES	221_W_FIRST	\$7,928.26	PUBLIC DEFENDERS / PROSECT	824_N_MONROE	\$5,285.51	LUMP SUM FOR AS BUILT FLOOR PLANS / ELECTRICAL / ROOF PLANS		\$52,041.60	TOTAL FEE		\$96,968.42
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TOTAL FEE		\$96,968.42																													
Proposed Council Action	Contract approval																														
Fiscal Impact Total Expense: \$106,665.30 (Includes \$9,696.84 Administrative Reserve) Budget Account: 5900-71300-18300-54802-99999																															

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

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: 5900-71300-18300-54802-99999

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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?

Continuing to invest in City facilities with these assessments, as the backbone of our local government, provides for long term capital planning and ongoing investments in existing facilities. This directly supports the Comprehensive Plan along with a multitude of City resolutions, policies, plans.



City of Spokane

CONSULTANT AGREEMENT

**Title: FACILITY CONDITION
ASSESSMENT WITH INVENTORY**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BUREAU VERITAS TECHNICAL ASSESSMENTS LLC**, whose address is 6041 University Boulevard, Suite 200, Elliott City, Maryland 21043, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for Consultant to provide Building, Facility Site, System and Structure Condition Assessments including ADA surveys, Equipment Coding and Mapping, and Condition Report; and

WHEREAS, the Consultant was selected from an Informal Request for Proposals.

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 June 16, 2025, and ends on May 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Proposal dated March 17, 2025, 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, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **NINETY-SIX- THOUSAND NINE HUNDRED SIXTY-EIGHT AND 41/100 DOLLARS (\$96,968.41)**, plus applicable 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.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **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.
- K. **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 <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. 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 defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, 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.

**BUREAU VERITAS TECHNICAL
ASSESSMENTS 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: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant’s March 17, 2025 Proposal

25-104

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

< Business Lookup

License Information:

[New search](#) [Back to results](#)**Entity name:** BUREAU VERITAS TECHNICAL ASSESSMENTS LLC**Business name:** BUREAU VERITAS TECHNICAL ASSESSMENTS LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 604-015-905**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 6021 UNIVERSITY BLVD
STE 200
ELLICOTT CITY MD 21043-6084**Mailing address:** 6021 UNIVERSITY BLVD
STE 200
ELLICOTT CITY MD 21043-6084**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
Spokane General Business - Non-Resident				Active	May-31-2026	May-02-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BUREAU VERITAS ASSESSMENTS AND PROJECT MANAGEMENT LLC	
BUSH, HEATHER	

The Business Lookup information is updated nightly. Search date and time: 5/8/2025 9:51:12 AM



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[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/17/2025

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 Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Bureau Veritas Technical Assessments LLC 6021 University Blvd. Stes. 200-210 Ellicott City MD 21043 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B: Allianz Global Risks US Insurance Co.</td><td>35300</td></tr><tr><td>INSURER C: Trumbull Insurance Company</td><td>27120</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(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Allianz Global Risks US Insurance Co.	35300	INSURER C: Trumbull Insurance Company	27120	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Trumbull Insurance Company	27120														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570111421942 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			USL00159325 SIR applies per policy terms & conditions	01/01/2025	01/01/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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PROPERTY DAMAGE (Per accident)																			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$250,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			USL00163325	01/01/2025	01/01/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	AGGREGATE	\$1,000,000								
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C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			10WNS41200 See State Policy Addendum	01/01/2025	01/01/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
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B	<input checked="" type="checkbox"/> Architects & Engineers Professional			USF00248025 Claims Made SIR applies per policy terms & conditions	01/01/2025	01/01/2026	<table><tr><td>Each Claim</td><td>\$1,000,000</td></tr><tr><td>Aggregate</td><td>\$1,000,000</td></tr></table>	Each Claim	\$1,000,000	Aggregate	\$1,000,000								
Each Claim	\$1,000,000																		
Aggregate	\$1,000,000																		

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

Re: Evidence of Insurance; Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability Coverage policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability Coverage policy.

CERTIFICATE HOLDER City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99256 USA	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>Aon Risk Services Northeast, Inc.</i>
--	---

Holder Identifier :

570111421942

Certificate No :





ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas Technical Assessments LLC	
POLICY NUMBER See Certificate Number: 570111421942			
CARRIER See Certificate Number: 570111421942	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200 01/01/25-01/01/26 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
 10WNS41200 01/01/25-01/01/26 Twin City Fire Insurance Company FL,ND,OH,WA,WY
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Midwest AK,ID
 10WNS41200 01/01/25-01/01/26 Hartford Casualty Insurance Company MO,WV
 10WNS41200 01/01/25-01/01/26 Nutmeg Insurance Company CT,IL
 10WNS41200 01/01/25-01/01/26 Hartford Fire Insurance Company NH,OR,PA
 10WNS41200 01/01/25-01/01/26 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
 10WNS41200 01/01/25-01/01/26 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of Illinois TX
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Southeast KS,MD
 10WNS41200 01/01/25-01/01/26 Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
 10WNS41200 01/01/25-01/01/26 Sentinel Insurance Company, Limited IA,NM,NV,OK
 10WBRS41201 01/01/25-01/01/26 Twin City Fire Insurance Company WI
 10WBRS41201 01/01/25-01/01/26 Sentinel Insurance Company, Limited MA

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 owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.
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 owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.
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.



**BUREAU
VERITAS**

March 17, 2025

Via Email: DSteele@spokanecity.org

Mr. David Steele
Project Manager
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

RE: 2025 Portfolio - Spokane
Proposal No: 173210.25P

Dear Mr. Steele:

We are pleased to provide the City of Spokane (hereinafter referred to as "Client") with the following proposal. If accepted, Bureau Veritas Technical Assessments LLC (hereinafter referred to as "BVTA") will perform the services listed below (collectively, the "Services") meeting the specifications hereafter described.

Property(ies)

Facility Name	Address
Police Academy	2302 N Waterworks
Police Evidence	4010 E Alki
Police Detectives	1427 W Gardner
Police North Precinct	5124 N Market
Police South Precinct	527 S Stone
Intermodal Station	221 W First
Parking Services	221 W First
Public Defenders/Pro	824 N Monroe

Proposed Service(s) & Fee(s)

Service(s)	Fee(s)
Facility Condition Assessment with Inventory Barcode Affixation Labels (500 Ct) Migration to CMMS ADA Assessment and Report	\$44,926.82
Floorplans (includes roof and electrical plans)	\$52,041.60
TOTAL	\$96,968.42

All fees referred to in this document are expressed in US Dollars. Pricing is not inclusive of taxes. If applicable, taxes shall be included at the time of invoicing, payable by the client and remitted by BVTA to the taxing municipality. The proposed fees are limited to the specific Services described in this Proposal, performed according to the requirements of the corresponding ASTM standard practices, or Client-specified Protocols.

Deliverable(s)

The quoted price includes the delivery of:

# of	Report Type	Method of Delivery
8	Draft & Final	Email Full PDF

Unless otherwise specified, BVTA will submit all reports in Final format. Timing for completion of any requested post-delivery modifications to the report will be determined at the time of the request.

BVTA's proposed fees include electronic deliverables only. If hard copy or fixed media deliverables are required in addition to electronic deliverables, BVTA will provide pricing for production and delivery upon request.

Timing

BVTA's report(s) will be delivered within 35-40 full business days for FCA and ADA draft reports, after receipt and approval of the signed proposal document.

After engagement, a call will be placed to the designated onsite Point of Contact (POC) provided by the Client in order to schedule the site visit(s), where applicable. The Client acknowledges that the Point of Contact provided shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the Site.

Projects Placed on Hold or Canceled

Should the Client place the awarded project on hold or cancel the engagement after contract execution, the Client agrees to pay project-specific costs incurred by BVTA, such as administrative processing, regulatory database searches and non-recoverable travel fees, as well as a percentage of the project fee, depending upon the time the project is placed on hold or cancelled. Please note that BVTA invoices canceled jobs at the time of cancellation. Jobs on hold will be automatically invoiced 30 days from the date of the hold request. Requests to cancel or place projects on or off hold must be received by BVTA in writing (email acceptable) from the Client. Invoices billed as a result of projects being placed on hold or canceled are fully collectible.

Payment & Details

An invoice for payment will be submitted with the initial report deliverable(s) and will be payable within 30 days or upon the closing of the transaction, whichever comes first. Upon receipt of the initial report deliverable(s); the invoice is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact your BVTA administrator to pay via credit card or to receive wiring instructions. BVTA recommends payment by credit card for amounts less than \$1000. **Please ensure that Proposal 173210.25P or invoice number is clearly identified on all payments and correspondence for proper credit.**

Documents to be Furnished by Client

In order to facilitate a cursory review of pre-existing documents for each Project, BVTA asks to be furnished with electronic or printed copies of available site information. Such documents may include:

FCA Services:

- Inspection Reports (sewer, boiler, chiller, etc)
- Prior Engineering Reports (CNA, PNA, PCA, etc.)
- Prior Master Plans / Facility Master Plans
- Capital Expenditure Schedules (prior or planned)
- Rehabilitation budget & scope (draft or final)
- Accessibility Transition Plans/Self Evaluations
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Original Building Plans (can be viewed on-site)
- Fire Protection/Life Safety Plans
- Site Plan/Floor Plans

Note: Documents to be reviewed should be provided to BVTA within five (5) business days and not less than one (1) day prior to the onsite. In the event that documents can only be made available at the Site, BVTA will perform a cursory review during the site visit as time permits. If documents are received after the site visit date, or if the volume of documentation is determined by BVTA to be excessive, then the Project may be subject to additional review fees at the rate of \$215.00 per hour. Any additional review fees will be mutually agreed upon by BVTA and the Client at the time of review request and will be authorized using a Change Order.

Terms & Conditions

BVTA will perform its Services subject to the attached "Terms & Conditions", which are incorporated by reference and made a part of this Proposal. Please indicate your acceptance of this Proposal by signing the attached "Project Authorization" page where indicated and return it to BVTA.

Please feel free to contact me at (800) 733-0660 x.7297936 or Leilani.York@bureauveritas.com should you have any questions. BVTA welcomes the opportunity to be of service.

Sincerely,

Bureau Veritas Technical Assessments LLC



Leilani York
Associate Vice President of Sales

Attachments:

Description of Services

Terms & Conditions

Project Authorization

Description of Services

Facility Condition Assessment

Project Understanding

Bureau Veritas (BV) understands that the Facility Condition Assessment (FCA) for the City of Spokane will:

- Include a comprehensive assessment of all sites, buildings, building systems, layout and infrastructure.
- The FCA will follow the ASTM E2018-15 Standard Guide for Property Condition Assessments as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.

Property Information – The County has requested the abovementioned services for:

- Eight (8) public building facility totaling ~166,315 square feet.

We understand that a key factor to performing Facility Condition Assessments is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

BV's Project Approach has been developed to address your specific requirements. BV has demonstrated experience in the assessment of various types of facilities representative to your portfolio and understands the special implementation, sensitivities, management, and communication associated with each.

Data Gathering and Interview

Our project plan details three distinct phases of the project. During each phase, we will require coordination and support from facility management.

Data Gathering Phase – During this phase, we will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection Reports (sewer, boiler, chiller, etc.)
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Original Building Plans (can be viewed on-site)
- Capital Expenditure Schedules (prior or planned)
- Fire Protection / Life Safety Plans
- Rehabilitation Budget and Scope (draft or final)
- Certificates of Occupancy / Facility License
- Prior Assessments
- Site Plan / Floor Plans
- Accessibility Transition Plans / Studies
- CMMS / IWMS Data Set
- Gravel Pit review – Prior Geological reports

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site

Site Phase – During the site phase, we will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

Report Review Stage – During the reports review stage – we will provide a complete draft deliverable for each building/site.

Client Coordination

Project Directory: BV will become familiar with Client's existing property list and contact directory for each location. We will contact or interview the facilities contacts as part of tour process to determine current use requirements and priority of properties based on agency goals.

Facility Access: Working with Client we will develop procedures to gain access to each facility. Our visits will be coordinated and pre-approved by Client prior to the visit. We will work with Client to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

Team Composition

The project will be managed by a Program Manager who will be your single point of contact. Reporting to the Program Manager will be several Project Managers who are architectural and engineering subject matter experts (SME) in the evaluation of building systems and generating the reports. We evaluate the building portfolio to determine which team members will be assigned to particular sites. Larger or more complex sites may have both an architect and an engineering SME. Smaller or simpler buildings will have a single SME field assessor that understands all building systems.

Assessment Team

BV has several support staff that assist with the report and data development which include:

- Environmental Professional to assist with the fuel distribution facilities
- Asset Management Team Leader who manages and configures the cost estimating database
- Technical Report Reviewers who review reports for accuracy and consistency
- Quality Assurance Manager for oversight of quality controls
- IT Manager who assists with data development and export

The Assessment Team will observe, measure, record, and describe the deficiencies observed through the process; interview staff; and formulate recommendations to remedy the deficiencies. They will coordinate the logistics and document collection for each assessment, as well as develop the assessment reports.

Technical Approach

Prior to assessments beginning, BV will conduct a **Kickoff** session to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, BV will conduct regular **Progress Meetings** to maintain open communication with the entire project team and Client. In these meetings, BV will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. BV will provide Client with a written status report that tracks and monitors the progress of the assessments against the schedule submitted.

BV has allocated the following meetings: Kick Off Meeting and a Final Findings Presentation meeting. Any additional in-person meetings will be on a time and expense basis.

Field Assessments

The assessment team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

- As a part of the walk-through survey, the assessment team will survey 100% of each facility. BV will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and other areas as applicable.
- The assessment team will interview the building maintenance staff about the subject property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
- The assessment team will develop opinions based on their site assessment, interviews with Client's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated. The assessment team may also question others who are knowledgeable of the subject property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.
- The assessment team will review documents and information provided by Client's maintenance staff that could also aid the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will focus on the following facility and site systems and components:

Site + Infrastructure

- Topography: Observe the general topography and note any unusual or problematic features or conditions observed or reported.

- Paving, Curbing, and Parking: Identify the material types of paving and curbing systems at the subject property.
- Flatwork: Identify the material flatwork at the subject property (sidewalks, plazas, patios, etc.).
- Landscaping and Appurtenances: Identify the material landscaping features, material types of landscaping (fences, retaining walls, etc.), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds, etc.).
- Utilities: Identify the type of the material utilities provided to the property (water, electricity, natural gas, etc.). We will assess condition, physical deficiencies, life cycle repair, capacity, and replacement issues.

Structural Frame + Building Envelope

- Identify the material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visual inspection of observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware, and to visually inspect exterior conditions and the condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall – As Required

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; this may include observations from internal and external vantage points, as well as from adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing

Roofing (Non-Invasive Visual)

- Identify the material roof systems including roof type, reported age, slope, drainage, etc. Also identify any unusual roofing conditions or rooftop equipment.
- Observe the general conditions of the roof system such as membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation, etc.
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or any unusual items observed or reported.
- Identify the material rooftop equipment or accessories including antennas, lightning protection, HVAC equipment, solar equipment, etc. Include any material problems reported.
- BV understands that the Client will provide OSHA compliant ladders or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, BV can provide a quote for ladder access as needed. Observations will be limited to readily accessible areas.

Plumbing

- Identify the material plumbing systems at the subject property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify the type and condition of restroom fixtures, drinking fountains and/or other miscellaneous plumbing equipment.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify the material heat generating systems at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component replacements/ upgrades, note the apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.

- Identify and observe any special or unusual heating systems or equipment present (such as fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

- Identify the material air-conditioning and ventilation systems at the subject property. Include material equipment such as cooling towers, chillers (include type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify the material distribution systems (supply and return, make-up air, exhaust, etc.) at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component upgrades/ replacements, note the apparent level of maintenance, and identify if a maintenance contract is in place (and the name of the contractor). If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the subject property. Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items such as distribution panels, type of wiring, energy management systems, emergency power, lightning protection, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Also note the presence of any special or unusual electrical equipment, systems, or devices at the subject property, and include reported material problems or system inadequacies.

Life Safety + Fire Protection

- Identify the material life safety/fire protection systems at the subject property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe the general conditions and note any material physical deficiencies identified or any unusual items or conditions observed or reported including any reported system inadequacies.

Elevators + Vertical Transportation

- Identify the vertical transportation systems at the subject property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the subject property. Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc. Entering elevator/escalator pits or shafts.

Security Systems / Telecom / IT

- Identify the low voltage systems the subject property including security, access control, and IT functions (in the support of IP-based security systems).
- Observe general security systems such as motion detectors, card key access, alarms, and CCTVs.
- Observe extent and availability of wireless communications (WiFi, etc.), hardwiring, room connectivity, and public address systems.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed.

Technology Readiness Evaluation - Security / Internet / IT / Power

- Identify the low voltage systems the subject property including security, access control, and IT functions (in the support of IP-based security systems).
- Observe general security systems such as motion detectors, card key access, alarms, and CCTVs.

- Observe extent and availability of wireless communications (WiFi, etc), hardwiring, room connectivity, and public address systems.
- Observe the general conditions, power levels, and note any physical deficiencies identified or any unusual items or conditions observed.

Interior Elements

- Identify offices, special use areas and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. Additionally, BV will identify material building amenities or special features.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported.

Food Service Spaces and Equipment

- Assess all Food Service equipment and spaces including kitchen, cafeteria, and dining and serving areas. Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Limited Accessibility Compliance

- Provide a general statement of the subject building's likely compliance to the Americans with Disabilities Act to help identify whether Client may be exposed to issues and whether there is the need for further review.

Suspected Fungal Growth

- BV will perform a limited assessment of accessible areas for suspected fungal growth.
- If we discover the presence of mold, conditions conducive to mold growth, and/or evidence of moisture, elevated relative humidity, water intrusion, and mildew-like odors – the affected areas will be photographed and recommendations for any additional moisture intrusion studies will be made.

Environmental Features

- BV will review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

Lead-based Paint

- A review of existing testing data and other documentation regarding lead-based paint that is available onsite is included in the cost of the Facilities Condition Assessment. BV will evaluate physical condition and will develop cost estimates for remediation of paint necessitated by pending renovations.
- BV has the capability to provide a licensed lead-based paint inspector to conduct testing using an x-ray fluorescence analyzer at the Project as an additional service. The instrument is completely non-destructive and yields instantaneous results.

Asbestos

- A review of existing testing data and other documentation regarding asbestos that is available onsite is included in the cost of the Facilities Condition Assessment. BV will evaluate physical condition and will develop cost estimates for remediation of asbestos likely to be disturbed by renovations.
- If asbestos testing is requested, BV will provide a licensed asbestos inspector to collect samples of suspect asbestos-containing materials at the Project as an additional service. Scope of this sampling will be determined after review of existing data, costs will be based on daily rate plus the cost of analysis.

Energy Conservation Analysis – unless required by the RFP I suggest removing the first bullet point as we have trouble with that scope unless we are completing a full energy audit.

- As part of the analysis of all evaluated systems mentioned above, BV will consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
- BV can provide as additional services an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services.

Ranking and Classification

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; BV will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

Condition Ranking of Building Systems / Equipment

BV can rate the condition of each facility building system or component with this or another Client-specified five-point scale:

5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3	Adequate	Moderately deteriorated or defective, but has not exceeded useful life
2	Marginal	Defective or deteriorated in need of replacement; exceeded useful life
1	Poor	Critically damaged or in need of immediate repair; well past useful life

BV can also include alternative categories to rank and weight priorities as required by the Client, such as functional deficiencies, aesthetics, time-based urgencies, and other mission critical factors.

Priority Classes

The analysis will include all cost observations be ranked by Priority Classes. **The five classes below are typical but can be altered to meet your specifications and needs:**

Priority 1: Currently Critical (Immediate): Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation.

Priority 2: Potentially Critical (Year 1): Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.

Priority 3: Necessary – Not Yet Critical (Years 2-3): Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.

Priority 4: Recommended (Years 4-10, 15, 20): Representing a sensible improvement to the existing conditions (not required for the most basic function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs).

Priority 5: Does Not Meet Current Code but “Grandfathered”: No Action required at this time but should substantial work be undertaken correction would be required.

Uniformat Categories

The deficiencies observed will be classified into categories such as those below using the Uniformat System (Level 4):

- A10 Foundations
- A20 Basement Construction
- B10 Superstructure
- B20 Exterior Enclosure
- B30 Roofing
- C10 Interior Construction
- C20 Stair
- C30 Interior Finishes
- D10 Conveying
- D20 Plumbing
- D30 HVAC
- D40 Fire Protection
- D50 Electrical
- E10 Equipment
- E20 Furnishings

- F10 Special Construction
- F20 Selective Building Demolition

Cost Estimating

BV's cost estimating database is comprised of RS Means data and further customized with proprietary cost tables developed by BV, based on historical and localized actual costs. BV maintains and updates our Unifomat-based cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than RS Means' models.

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at Client's option, also include project management costs, construction fees, and design fees. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects. After determining these costs, we will confirm these costs with your staff.

Report Deliverables

BV will provide a report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and will include digital photos of major systems and components and of all deficiencies identified. Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, by system, or by priority for repair, and a year-by-year analysis of capital needs.

Facility Condition Index

A Facility Condition Index will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Deficiency Categories / Plan Types

Each deficiency identified in the Assessment shall be classified in the following manner (or other Client defined categories):

Category 1 - Scheduled Maintenance: Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

Category 2 - Deferred Maintenance: Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 3 - Capital Renewal: Planned replacement of building systems that have reached the end of their useful life.

Category 4 - Energy and Sustainability: When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

Category 5 - Security: When a system requires replacement due to a security risk or requirement.

Building Condition Report – Standard:

Each report will be generally organized by building system and will include an analysis of all building systems and components. Each report will include color digital photos of all major systems and components and will include photos of all deficiencies identified. These deficiencies will be summarized in a capital needs analysis table included throughout each report.

Sustainability Efforts – Digital Reports

BV regularly takes measures to minimize impacts to the environment in the delivery of services. In lieu of printing reports and meeting minutes, BV makes an effort to be stewards of the environment by using digital distribution for materials. When appropriate, we suggest that in-person meetings be done by teleconference or video conference – in order to reduce our carbon footprint.

Assessment Software: AssetCALC™

BV will utilize AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by BV for our clients. **The use of this software is at your option and there are no licensing fees for this software for one (1) year.**

AssetCALC™ is a web-based SQL database platform that enables users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the life-cycle of a building or an entire portfolio

The system unites BV's experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

Data Development

AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function.

Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, IWMS, or work-order systems.

Features Include:

Facility Condition Assessment access:

- Component/system descriptions
- Locations
- Conditions and EUL/RUL
- Repair and replace recommendations
- Digital photos

Search and Sorting Functionality

Prioritization of maintenance projects

UniFormat 2010 Cost Database

Project Budgets and Capital Plans

Unlimited concurrent user licensing

Secure IT platform and back-ups

Client is the owner of data collected and residing in the database

Online User Training and Documentation

Reporting:

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

Facility Condition Index (FCI) Calculation Reporting

Rank and Prioritize Capital Improvement Projects

Deferred Maintenance Backlog

Facility Queries (by building, priority, system, or dollar deficiency amount)

Capital Budget Planning

Year-by-Year Capital Needs Analysis

5, 10, or 20-Year Replacement Reserve Reports

Custom 3rd party form automation available

Equipment and Asset Inventory

During the assessment, each field team will be responsible for collection and storing the inventory and condition assessment data in an electronic format that is readily transferable to a standardized CMMS/IWMS system.

BV will collect information on the major pieces of facility equipment. Specifically, the data collection will focus on the following components:

- HVAC (level of detail for which Preventive Maintenance would be performed)

- Heating System
 - Identify boilers, furnaces, unit heaters and major labeled equipment
- Ventilation System
 - Identify the major labeled equipment; exhaust hoods, fans
- Air Conditioning System
 - Identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, and thermostatic controls
- Electrical
 - Major panels only-for identification to track maintenance
 - Transformers
 - Switchgear
- Equipment
 - Building Automation System
- Plumbing
 - Pumps external to HVAC systems
 - Domestic Hot Water heaters over 80 gallons
 - Other major labeled equipment
- Commercial Kitchen- major equipment (above approximately \$2000 value)
 - Walk-in freezer and refrigerator equipment
 - Ovens, stoves, broilers, grills
 - Ice makers and ice bins
 - Reach-in refrigerators and freezers
 - Dishwashers
 - Fryers
- Vertical Transportation
- Life Safety/Security
 - High Level (system level) only-for identification to track maintenance
 - Alarm Panels
 - Emergency generators
 - Exhaust hood fire suppression

Where appropriate, the following data will be collected for each component:

- Location data by building, floor, room
- Model
- Serial Number
- Manufacturer
- Manufactured Date
- Capacities
- Date placed in service (provided by Client)
- Inventory tag number (barcoded tag directly attached to the component, or to an attached tag)
- Voltage durable barcode or QR code tag to be attached to each piece of equipment.

Barcoding / QR Coding

For the above referenced equipment, BV will apply a durable barcode / QR code with a unique number for use as an identifier in the CMMS system. We will use a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back in to a single piece of equipment or system.

Integration with CMMS/IWMS

BV will be delivering to Client a live asset management plan that can be maintained and kept up-to-date by staff. BV will provide training to staff on maintaining the on-going monitoring program to track facilities, work performed, re-prioritization of maintenance projects, and how to update this information in the database.

The data from the FCA can be exported for data migration to most CMMS/IWMS systems. BV can export the data from our data collection tool to a compatible format (Excel Spreadsheet, Access Database, or SQL format) to be used by the Client's IT department for future integration. Once your CMMS provides us with their field maps – we can match their data fields and provide a data file for manual upload by your CMMS into their system. BV has created several custom APIs to transfer our data directly into some third party systems.

ADA Title II Accessibility

An assessor will visit the property to observe the exterior areas, interior common areas, and employee only areas to assess the existing property improvements' compliance with the Americans with Disabilities Act and its implementing regulations for Title II entities (28 C.F.R Part 35), the 2010 ADA Standards for Accessible Design, and applicable state and local accessibility codes. BV will then produce a report which identifies the facility's compliance with accessibility requirements and identifies specific barriers, with resolutions for barrier removal, and corresponding preliminary order of magnitude cost estimates.

The assessor will conduct a review of the facility's exterior areas, interior common areas, and employee only areas to observe and identify representative barriers to accessibility and formulate recommendations to remedy the physical barriers. When applicable, as part of the review the assessor will meet with a property representative with specific knowledge of the facility to gain an understanding of overall features, public use patterns, and relevant historical data. All landlord controlled features of the property which will be subject to observation, will include, but not be limited to, parking lots, sidewalks, ramps, curb ramps, stairs, and restrooms. All exterior elements and elements within the interior areas, which are subject to accessibility regulation, will be observed.

The ADA encompasses employee only areas in addition to public spaces. Under Title I of the ADA, employee work areas, as well as employee only corridors, restrooms, break rooms, and kitchens/kitchenettes are covered under the ADA.

Observation Process

The assessor will first review documents and information provided by the municipal representative that could supplement the consultant's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying barriers to accessibility.

During the site walk through, the assessor will follow a Survey Form that meets or exceeds the current ASTM format. The assessor will utilize a digital level, measuring tape, door pressure gauge, and GPS-enabled digital camera. The field observer will identify and prioritize any existing improvements not in accordance with the applicable ADA requirements in the order of preference, as set out by BV or per the preferences of Client, as indicated. Typical priorities are as follows:

- Physical access to the property
- Access to areas of public accommodation
- Removal of remaining barriers

The assessor will assess exterior common areas and interior areas to identify existing conditions that are not in accordance with the applicable accessibility codes, including the elements specified below (if applicable, where landlord is responsible for observed elements):

- Van and car accessible parking
- Passenger loading zones
- Accessible routes
- Curb ramps
- Ramps
- Protruding objects
- Building unit entrance exteriors
- Building entrance and exits to common areas
- Interior accessible routes
- Exterior and interior stairs which are part of the means of egress
- Elevators and platform lifts (wheelchair lifts)
- Entrances and exits to common areas
- Handrails and grab bars
- Space allowance and reach ranges
- Restrooms
- Kitchenettes
- Break rooms

- Alarms (visual and audible) and warnings
- Signage
- Public telephones
- Switches and outlets

Accessibility Survey Content

BV will deliver an electronic (PDF) report. The report will utilize survey content which has been entered into an AssetCalc database, including the following information:

- Summary of Findings for all primary regulated elements observed, such as parking, accessible routes, entrances, elevators, and corridors
- Individually recorded barriers
- Applicable ADA regulatory guideline references for each barrier
- Recommendations for viable corrective measures necessary to comply with applicable regulations
- Preliminary order of magnitude cost estimates for each observed barrier

ADA Survey Limitations

BV's order of magnitude cost estimates for each individual barrier removal are limited planning level cost estimates based on industry standards, and should not be construed as construction estimates. Costs will be estimated using R.S. Means, Marshall & Swift, or similar industry cost indices, and BV's experience with past costs for similar properties, without the benefit of site-specific engineering/design or contractor estimates. An additional estimating effort will be required to define the actual cost of corrective actions to eliminate accessibility barriers. Planning level estimates are not based on, and will not include, detailed specifications or architectural/engineering drawings. If requested, BV can provide a proposal for subsequent Transition Planning and Construction Project Management services.

Floorplans (including roof and electrical plans)

Scope Specifics:

Roof access will need to be provided by the client.

Includes roof plans on main roof 7th floor, mechanical roof 2nd floor, & patio level/roof area 2nd floor.

Includes plans of skywalk.

Includes plans with striping of west parking lot/loading dock area.

Roof Plan Includes:

Building Footprint(s)
Eaves, Valleys, Hips, & Ridges
Parapet Walls & Bracing
Chimneys
Fixed Equipment
Skylights
Drains
Pitch/Slope Information

Electrical Plan Includes the following items on wall and floor (ceiling items excluded):

Outlets & Switches
Data, Phone, Cable Jacks
Thermostat
Electrical Panels & Meters
Light Fixtures
Speakers
Security Systems
Fire Safety Items

Inclusions/Exclusions:

Square foot calculations are not provided unless a Lease Plan is included in scope of work.

Photos are taken by the technicians throughout their measuring process. These photos are strictly to help the CAD technicians view architectural conditions. They are for office use only.
All exterior spaces *connected* to the subject building i.e. decks, exterior stairs, loading docks, etc. will be measured unless otherwise instructed. This does not include poured concrete patios.
This estimate does not include unfinished attics or crawlspaces.
If at any time, field staff encounters an unsafe building condition, they have the right to not proceed with measurement. Client will be notified immediately.

Deliverables:

Detailed survey of the property, accurate to 0.2%, measuring and locating all walls, doors, windows, stairwells, elevators, plumbing fixtures, built-in cabinetry and ventilation shafts. All measurements recorded with laser measuring equipment using our custom floor plan software or 3D scanners, depending on scope of work and nature of building.

CAD drawing files AutoCAD format (Standard is AutoCAD 2000) together with PDF graphic files. (NOTE: 1 model DWG + 1 standard 2-D As-Built Floor Plans sheet layout per floor).

SCALE: Plans will be set to a graphic scale (not architectural) that fits best on an 8.5"x11", 11"x17" or 24"x36" paper size. Specific scales must be requested prior to the appointment. If rescaling is requested after the plans have been produced, a fee will be incurred. If you are working with an architect, we recommend you consult with them regarding specific scale requests prior to the scheduling of the measurement.

All dimensions are rounded to the nearest inch.

Access:

It is the Client's responsibility to make arrangements for access to all rooms within the scope of work (including all mechanical and storage rooms) during the measuring time period on the survey date.

The technician will not move items to gain access to detail. If items such as electrical outlets are not visible due to furniture or clutter, then they cannot be located. Spaces such as closets do not need to be emptied, however, the technician will need to be able to obtain clear shots of each wall.

Consultant will not be responsible for rooms not surveyed due to locked access. Locked rooms will be noted as such on the plans.

This proposal is based on the assumption that there will be uninterrupted access to these rooms and calls from the field will not be necessary to secure access. If constant surveillance of our field staff is required for spaces other than high security areas, an additional fee will be added due to the reduced efficiency.

Additional trips to site due to access issues will be subject to a trip fee.

Although the mask mandate has been lifted for most facilities, our technicians may still choose to wear a mask while completing interior measurements. If anyone is sick in your location, please notify us ASAP and we will reschedule your appointment.

Terms & Conditions

1. Billings, Payment and Credit. The Client shall pay Bureau Veritas Technical Assessments LLC for the Services performed in accordance with the prices set forth in the Proposal. Invoices shall be submitted in accordance with the Proposal. Payment of the Bureau Veritas Technical Assessments LLC invoices shall be the primary, absolute and non-contingent obligation of the Client, and shall not be conditioned upon the closing of a loan transaction or any other event. Upon receipt of the initial report deliverable(s), the invoice is fully collectible. If Bureau Veritas Technical Assessments LLC does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less). If a delinquency occurs, Bureau Veritas Technical Assessments LLC may, at its option (and without relieving the Client from its payment obligation), revoke and disclaim the Client's right to rely on any report delivered pursuant to the Proposal, until payment in full is made.

The Client shall be liable to Bureau Veritas Technical Assessments LLC for all costs and expenses of collection, including reasonable attorney and paralegal fees, and court costs. Time is of the essence with respect to this provision. Bureau Veritas Technical Assessments LLC's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude Bureau Veritas Technical Assessments LLC from the future exercise of such rights or remedies. If a third party is accepting a Proposal as agent for the Client, such third party represents and warrants to Bureau Veritas Technical Assessments LLC that it is duly authorized to bind the Client to the terms of the Proposal and guarantees payment for services.
2. Right of Entry; Force Majeure. The Client shall arrange for the right of entry to the subject property ("Site") by Bureau Veritas Technical Assessments LLC, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to perform the Services within the agreed scope of work. Bureau Veritas Technical Assessments LLC may require that an authorized knowledgeable representative of the owner be present at the Site as a condition to the performance of the Services and may require that site personnel operate major building systems and equipment at the time the Services are performed. Bureau Veritas Technical Assessments LLC's ability to comply with the schedule for performance described in the Proposal is contingent upon timely Site access. Bureau Veritas Technical Assessments LLC shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of Bureau Veritas Technical Assessments LLC, or events that could not have been reasonably foreseen and prevented.
3. Documents; Samples. All field notes, calculations, estimates and other documents, data or information prepared by or on behalf of Bureau Veritas Technical Assessments LLC in connection with the performance of its Service (collectively, "Documents"), shall remain the sole property of Bureau Veritas Technical Assessments LLC. All Documents prepared by Bureau Veritas Technical Assessments LLC for the Client with respect to any Site shall be used solely for the intended purposes described in the Proposal, and solely with respect to the subject Site. Unless otherwise agreed, Bureau Veritas Technical Assessments LLC shall retain all Documents for three (3) years following submission of Bureau Veritas Technical Assessments LLC's report to the Client. In its sole discretion and without prior notice to the Client, Bureau Veritas Technical Assessments LLC may dispose of all field samples within thirty (30) calendar days after submission of Bureau Veritas Technical Assessments LLC's report to the Client.
4. Matters Known to Client. The Client, itself or through the site owner, shall provide Bureau Veritas Technical Assessments LLC with any and all information known to the Client, or suspected by the Client, which pertains to: (a) the existence or possible existence at, on, under or in the vicinity of the Site, of any hazardous materials, pollutants, lead-based paint, radon or asbestos; (b) any conditions at, on, under or in the vicinity of the Site, which might represent a potential safety hazard or danger to human health or the environment; (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws, or court or administrative order or decrees; (d) known or suspected deficiencies or adverse conditions associated with structures or other physical improvements on Site; or (e) modifications or changes from the original plans and specifications of Site improvements which could affect the recommendations or conclusions reached by Bureau Veritas Technical Assessments LLC in the performance of its Services.
5. Preliminary Findings. Preliminary findings (often referred to as verbals) can be provided to the client in order to quickly apprise them of preliminary data obtained as a result of Bureau Veritas Technical Assessments LLC's visual observations at the project site. They are not intended to be exhaustive or conclusive or to substitute for the final written report; as they do not include the information obtained from a number of other equally important and necessary elements of the complete assessment report. Bureau Veritas Technical Assessments LLC recommends against making any decisions based upon such limited, preliminary, verbal results.
6. WARRANTIES AND INDEMNIFICATION. In performing the Services, Bureau Veritas Technical Assessments LLC shall exercise the degree of skill and care ordinarily exercised by consultants in the same community and in the same time frame providing similar services for projects of comparable size, complexity, schedule and other characteristics of the Project (the "Standard of Care"). **EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE RENDERED WITH RESPECT TO OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR TEST DATA WHICH IS PROVIDED TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT THE SITE), IS DEEMED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. BUREAU VERITAS TECHNICAL ASSESSMENTS LLC ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SUCH INFORMATION AND SHALL NOT BE LIABLE IF RELIANCE ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS. CLIENT SHALL RELEASE BUREAU VERITAS TECHNICAL ASSESSMENTS LLC FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, DAMAGES, CLAIMS, OBLIGATIONS, FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), IF RELYING ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS.**
7. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BE LIABLE FOR LATENT

OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC WITHIN THE LIMITED SCOPE OF WORK, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE OF AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING ANY COMPANY AFFILIATED WITH SUCH PARTIES, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED AN AGGREGATE OF \$25,000.00 PER PROJECT. IN NO EVENT SHALL BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, EVEN IF THE AFFECTED PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

8. **WAIVER OF JURY TRIAL.** THE CLIENT AND BUREAU VERITAS TECHNICAL ASSESSMENTS LLC HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT.
9. **RELIANCE AND ASSIGNMENT.** BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WRITTEN REPORT SHALL CONTAIN BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY THE CLIENT AND BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS AND OTHER RELATED WORK PRODUCT PROVIDED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAY BE RELIED UPON BY THE CLIENT, ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO A LOAN SECURED BY THE SUBJECT PROPERTY, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, AND NO OTHER THIRD-PARTY BENEFICIARIES ARE INTENDED. EXCEPT AS DESCRIBED ABOVE, THE CLIENT SHALL NOT ASSIGN THE PROPOSAL, ANY REPORT OR ANY RELATED WORK PRODUCT, WITHOUT THE PRIOR WRITTEN CONSENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. ANY UNAUTHORIZED REUSE OR REDISTRIBUTION OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WORK PRODUCT OR REPORTS SHALL BE AT THE CLIENT'S AND RECIPIENT'S SOLE RISK, WITHOUT LIABILITY TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. CLIENT WILL HOLD BUREAU VERITAS TECHNICAL ASSESSMENTS LLC HARMLESS FROM ANY AND ALL LIABILITY, OBLIGATION, COST AND EXPENSE ARISING FROM OR RELATED TO ANY UNAUTHORIZED DISTRIBUTION OR USE BY CLIENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WORK PRODUCT OR REPORTS. BUREAU VERITAS TECHNICAL ASSESSMENTS LLC SHALL NOT ASSIGN ITS OBLIGATIONS UNDER THE PROPOSAL; HOWEVER, BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAY EMPLOY, BY SUBCONTRACT, SUITABLY TRAINED PERSONS OR ENTITIES ACCEPTABLE TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC TO PERFORM THE SERVICES.
10. **Confidentiality.** Bureau Veritas Technical Assessments LLC shall not disclose information regarding the Proposal, the Services or any Documents, except to the Client, employees, consultants, subcontractors, or other persons engaged by Bureau Veritas Technical Assessments LLC to perform the Services, third parties designated by the Client (subject to the reliance limitations described herein), or as required by law. Notwithstanding the terms of this Section, Bureau Veritas Technical Assessments LLC shall comply with all judicial orders, government directives, and laws, regulations and ordinances, regarding the reporting to appropriate public agencies of potential dangers to public health, safety or the environment.
11. **Miscellaneous.** Bureau Veritas Technical Assessments LLC is an independent contractor of Client, and not Client's agent, employee or partner. The Agreement shall be governed by the laws of the State of Maryland and the parties irrevocably consent to the jurisdiction of the courts of the State of Maryland and of the United States District Court for the District of Maryland, if a basis for federal jurisdiction exists. In the event a dispute relating to an Bureau Veritas Technical Assessments LLC report results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred by Bureau Veritas Technical Assessments LLC in the defense of the claim, including reasonable attorney's fees. Each provision of the Agreement shall be considered separable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not affect those portions of this Agreement that are valid. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Services to be provided pursuant to this Agreement. The provisions of the Agreement may only be modified by a written instrument signed by an authorized representative of each party.

Project Authorization

To contract with BVTA for this project, please review and edit the information below, sign, and return the entire agreement to BVTA.

Client Contact & Report Addressee:

Mr. David Steele
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201
Phone: 509.655.0567
Email: DSteele@spokanecity.org

Report & Invoice Recipient:

Mr. David Steele
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Project Information:

Property Name: City of Spokane
City/County:

Address:
State/Zip: Washington

Building Information:

Facility Name	SF	Address	Lump Sum Fee Per Site
Police Academy	20,500	2302 N Waterworks	\$ 6,606.88
Police Evidence	68,000	4010 E Alki	\$ 9,249.64
Police Detectives	18,000	1427 W Gardner	\$ 5,285.51
Police North Precinct	7,700	5124 N Market	\$ 5,285.51
Police South Precinct	6,000	527 S Stone	\$ 5,285.51
Intermodal Station	30,115	221 W First	\$ 7,928.26
Parking Services	4,000		
Public Defenders/Pro	12,000	824 N Monroe	\$ 5,285.51
		TOTAL	\$ 44,926.82

Type of Project: Government - City

Buildings: 0

Stories: 0

Units: 0

Square Feet: 0

Acres: 0.00

% Occupied: 0%

Year Built:

Built in Phases:

Yr(s)/Phases:

Report Delivery Date: 35-40 business days for FCA and ADA draft reports, from receipt of signed "Project Authorization" to proceed, site contact and mobilization fee, if required.

Service(s)	Fee(s)
Facility Condition Assessment with Inventory Barcode Affixation Labels (500 Ct) Migration to CMMS ADA Assessment and Report	\$44,926.82
Floorplans (includes roof and electrical plans)	\$52,041.60
TOTAL	\$96,968.42

# of Reports	Report Type	Delivery Method
8	Draft & Final	Email Full PDF

Electronic Report Deliverables: BVTA's standard electronic delivery is through automated email links to our reports. If you prefer an alternate delivery method, please select one of our options listed below:

☐ Dropbox™

☐ Posted to BVTA Website

☐ Posted to Your Website

Site Point of Contact: (the POC shall be deemed an agent of the client for providing access and conveying site data)

POC:	POC Phone:
POC E-mail:	POC Cell:

Invoicing: (Select **ONE** of the following to assure invoices appear as required by your Accounts Payable Department)

Consolidated Invoicing by: ☐ One (1) Consolidated Invoice (e.g. 1 invoice per signed Engagement)

Individual Invoicing by: ☐ Property(ies)

☐ Service Type(s)

☐ Property and Service Type

I have read and verified the accuracy of the information set forth above, and in Proposal No. 173210.25P, including the legal name of the Client. I hereby certify that I am an employee authorized to sign this contract on behalf of the Client, and by my signature below I



hereby accept the Proposal, as addressed to my company, including the attached Terms and Conditions, and authorize BVTA to proceed with the Services as described. Should any project information change, I understand that additional fees may accrue, and the due date may be extended.

_____ Authorized Signature	_____ (Printed Name)	_____ Phone #
_____ Company Name	_____ Title	_____ Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 05/19/2025

Committee Agenda type: Consent

Date Rec'd

5/14/2025

Clerk's File #

OPR 2024-0493

Cross Ref #

Project #

Council Meeting Date: 06/16/2025

Submitting Dept

FLEET SERVICES

Bid #

RFP# 6037-24

Contact Name/Phone

RICK GIDDINGS 625-7706

Requisition #

MASTER

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE JBINGLE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

5100- CONTRACT AMENDMENT WITH GORDON TRUCK CENTERS

Agenda Wording

Fleet Services would like to change our Contract with Gordon Truck Centers to a Master Contract in order to change compensation terms which will better serve our needs and facilitate repairs in a more consistent manner.

Summary (Background)

The current version of the contract states, "Total compensation for Company's services under this Agreement shall not exceed \$100,000 and applicable tax, per year, for everything furnished a done under this agreement." We would like to change the wording to, "Total compensation for Company's services under this agreement shall not exceed \$500,000 and applicable tax for the Contract term of May 1, 2024 through April 30, 2029." This change will allow us to better address variability in repair demand year over year.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$	0	
Current Year Cost	\$	0	
Subsequent Year(s) Cost	\$	0	
<u>Narrative</u>			
The change in terms does not affect the total expenditure over the life of the contract. The new terms allow us to address the variable nature of HD vehicle repairs.			
Amount		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Yes, Fleet Services revenues are generated from work order billings to departments for which the vehicle repair costs are incurred.			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Contractual service contracts are part of the annual Fleet Services operating budget and are used as need for vehicle repairs.			
Approvals		Additional Approvals	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Patrick Gendreau		rgiddings@spokanecity.org	
Tprince@spokanecity.org		atrussell@spokanecity.org	
fleetservicesaccounting@spokanecity.org			



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

GORDON TRUCK CENTERS, INC.
FREIGHTLINER NORTHWEST
10310 W WESTBOW BLVD
SPOKANE WA 99224-9411

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

MISCELLANEOUS VEHICLE DEALER #06025 - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

MOTOR VEHICLE DEALER SUBAGENCY #00579 -
ACTIVE

Issue Date: Jul 12, 2024

Unified Business ID #: 600633770

Business ID #: 001

Location: 0006

Expires: Jul 31, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

FREIGHTLINER NORTHWEST

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: 600633770 001 0006

GORDON TRUCK CENTERS, INC.
FREIGHTLINER NORTHWEST
10310 W WESTBOW BLVD
SPOKANE WA 99224-9411

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
MOTOR VEHICLE DEALER
SUBAGENCY #00579 - ACTIVE
MISCELLANEOUS VEHICLE DEALER
#06025 - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

STATE OF WASHINGTON

Expires: Jul 31, 2025

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)

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/13/2025

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 Propel Insurance 601 Union Street; Suite 3400 COM Construction Seattle, WA 98101-1371	CONTACT NAME: Rainey Lindholm PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: rainey.lindholm@propelinsurance.com																					
INSURED Gordon Truck Centers Inc. dba Freightliner Northwest 277 Stewart Road SW Pacific, WA 98047-2155	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Travelers Indemnity Company of America</td><td>25666</td></tr> <tr> <td colspan="2">INSURER B : Travelers Property Casualty Co of America</td><td>25674</td></tr> <tr> <td colspan="2">INSURER C : Travelers Casualty & Surety Company</td><td>19038</td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Indemnity Company of America		25666	INSURER B : Travelers Property Casualty Co of America		25674	INSURER C : Travelers Casualty & Surety Company		19038	INSURER D :			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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			AD2R3166222314	09/01/2024	09/01/2025	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	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			AD2R3166222314	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2R5260722414	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB0S590767 All States WA Stop Gap Incl	03/13/2025	03/13/2026	<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
A	Garagekeepers Primary Basis			AD2R3166222314	09/01/2024	09/01/2025	See Limit Below See Ded Below

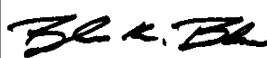
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garagekeepers Coverage Limits per Location: Vehicles Held for Service /Repair**Deductibles per Auto \$10,000 Comp - Max per Loss \$50,000 - \$1,000 Coll****277 Stewart Rd SW Pacific WA - Limit \$8,000,000****221 Stewart Rd SW Pacific WA - Limit \$1,080,000****524 Jacks Ln Mount Vernon WA - Limit \$2,500,000****(See Attached Descriptions)****CERTIFICATE HOLDER****CANCELLATION**

City of Spokane
915 North Nelson
Spokane, WA 99202

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



DESCRIPTIONS (Continued from Page 1)

1070 Stewart Re SW Pacific WA - Limit \$840,000
13232 Case Rd SW Olympia, WA Limit \$2,500,000
10310 W Westbow Blvd Spokane Limit \$8,000,000
10220 W Westbow Blvd Spokane Limit \$ 360,000
1910 Rudkin Rd Yakima, WA Limit \$1,000,000
60596 Cristad Dr LaGrande, WA Limit \$1,000,000
29265 Freedom Land, Hermiston OR Limit \$1,000,000
600 S 56th Place Ridgefield WA Limit \$2,500,000
2343 Biddle Rd Medford OR Limit \$2,500,000
1214 N. Franklin Blvd Nampa ID Limit \$2,500,000
151 Stewart Road Pacific WA Limit \$600,000
3299 Lathrop St., Fairbanks AK Limit \$1,000,000
222 W 92nd Ave ., Anchorage, AK Limit \$2,500,000
4991 Caterpillar Road., Redding, CA Limit \$1,500,000

City of Spokane, its officers and employees are listed as Additional Insured as respects to General and Auto liability as required by written contract, subject to the terms and conditions of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COVERED AUTOS LIABILITY COVERAGE – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

ADDITIONAL INSURED SCHEDULE

Designated Person or Organization: **SEE CA T8 04**

Address:

PROVISIONS

1. The following is added to Paragraph **D.2., Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

Any person or organization designated in the Additional Insured Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the acts or omissions of an "insured" under para-

graphs **D.2.a.** or **b.** of **SECTION I – COVERED AUTOS COVERAGES**.

2. The following is added to Paragraph **B., General Conditions**, of the **SECTION IV – CONDITIONS: Notice of Cancellation to Additional Insured**

In the event of cancellation of this policy, written notice of cancellation will be mailed by us to that person or organization designated in the Additional Insured Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COVERED AUTOS COVERAGES – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

As per written contract

PROVISIONS

1. The following is added to Paragraph **c.** in **D.2., Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for auto liability coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance**, in **B., General Conditions**, of **SECTION IV – CONDITIONS**, but only for Covered Autos Liability C coverage:

Regardless of the provisions of paragraphs **a.** and **f.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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):

SEE CA T8 05

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.

ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGES – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSUREDS

Designated Person s or Organizations: **SEE CA T8 07 09 21**

PROVISIONS

1. The following is added to Paragraph D., Who Is An Insured, of SECTION II – GENERAL LIABILITY COVERAGES:

Any person or organization designated in the Schedule Of Additional Insureds is an "insured", but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertis-

ing injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing "auto dealer operations"; or
- b. In connection with your premises owned by or rented to you.

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

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

As per written contract

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

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage

Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



City of Spokane

NO COST CONTRACT AMENDMENT

Title: General Repair and Maintenance of
Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and GORDON TRUCK CENTERS, INC. DBA FREIGHTLINER NORTHWEST, whose address is 10310 West Westbow Blvd., Spokane, WA 99224, 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 GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated July 2, 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 March 1, 2025.
3. **AMENDMENT.** Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~

Total compensation for Company's services under this agreement shall not exceed Five Hundred Thousand and No/100 Dollars (500,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Consent**Date Rec'd**

5/13/2025

Clerk's File #

OPR 2024-1060

Cross Ref #**Project #**

2023107

Council Meeting Date: 06/16/2025**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 6391

Requisition #

CR26943

Contact E-Mail

DBULLER@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**

0370 - FISH LAKE TRAIL CONNECTION TO CENTENNIAL TRAIL PHASE 2 2023107

Agenda Wording

Consultant agreement for the design of Fish Lake Trail Connection Phase 2 with Parametrix (Spokane, WA) for \$530,000.00 plus 10% administrative reserve.

Summary (Background)

In December 2024, council approved a contract with Parametrix to design phase 2 of Fish Lake Trail. Upon review of that contract, WSDOT is requiring certain technical changes to be made in the contracting methodology (negotiated hourly rate vs. cost plus fixed fee) between the consultant and the subconsultants and for this reason, the revised contract is being submitted to council for approval. There are no changes in the dollar amount of the contract nor in the contract between the city and the consultant.

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

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 530,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This project design is paid with approximately 75% federal grant and 25% local funding. Construction funds have not yet been obtained.			
Amount		Budget Account	
Expense	\$ 530,000.00	# 3200-95164-95100-56501-86136	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reallocation	
Is this funding source sustainable for future years, months, etc?			
One-time grant funding with local funding match.			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Local funding match to the federal grant.			
Approvals		Additional Approvals	
<u>Dept Head</u>	BULLER, DAN	<u>PURCHASING</u>	PRINCE, THEA
<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			
		jrhall@spokanecity.org	
Tax&licenses@spokanecity.org		publicworksaccounting@spokanecity.org	
eraea@spokanecity.org		dbuller@spokanecity.org	

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

Agreement Number: LA10650

Firm/Organization Legal Name (do not use dba's):		
Address		Federal Aid Number
UBI Number		Federal TIN
Execution Date		Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No		Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title		
Description of Work		
<input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation	Maximum Amount Payable:
<input type="checkbox"/> Yes	<input type="checkbox"/> No MBE Participation	
<input type="checkbox"/> Yes	<input type="checkbox"/> No WBE Participation	
<input type="checkbox"/> Yes	<input type="checkbox"/> No SBE Participation	

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No. CRPUL-1220(045)

See attached scope of work.

Exhibit A Scope of Work

Project: Fish Lake Trail – Phase 2
Final Design and Bidding
Owner: City of Spokane Project No. 2023107
Consultant: Parametrix Inc.

General Description

The Owner's objective in this Agreement is for the Consultant to provide design services and bidding assistance for a 12' wide shared-use trail from the end of the phase 1 limits near the intersection of 5th Ave and Government Way to People's Park. The project will include ADA curb ramp retrofits, marked crosswalks, retaining walls, trail lighting, landscaping, environmental permitting, and a bridge evaluation.

The City has completed a topographic survey of the project area and will provide this information to the Consultant. Based on an initial review of the supplied survey, additional survey will be required. Consultant will prepare plans and specifications necessary to bid the project, with direction, review, and support provided by the City. The Consultant will hold public meetings during the early design process to allow for public comment and input. The Contract plans and provisions (bid package) will be prepared in conformance with local and state/federal requirements for public works projects.

Schedule

Below is a summary of the anticipated project design schedule:

Permitting, Public Involvement and Coordination (16 week Duration)	May 5, 2025 - August 18, 2025
60% Design Submittal (12 Week Duration)	November 10, 2025
90% Design Submittal (10 Week Duration)	January 19, 2026
100% Design Submittal (8 Week Duration)	March 16, 2026
Advertisement (3 Week Duration)	April 6, 2026
Bid Opening	April 6, 2026

The above schedule is based on an anticipated Notice to Proceed date on or before April 30, 2025, and City of Spokane submittal review time of approximately 2 weeks for the 60% design submittal and 4 weeks for the City and WSDOT review of the 90% Design Submittal. If the Notice to Proceed is received after April 30, 2025, the design schedule may need to shift accordingly. The Consultant will keep the City informed of issues that could impact the schedule. The schedule also assumes no additional time required for property acquisition or permitting delays.

Project Scope

The Consultant shall provide the following services for the Fish Lake Trail – Phase 2 project:

1. PERMITTING, PUBLIC INVOLVEMENT AND COORDINATION

- 1.1 Review and Prepare Base Map:** A surveying consultant to The City of Spokane has conducted a topographic field survey of the existing roadway and adjacent improvements and has prepared a background survey basemap. The City will provide those data files and survey basemap to the Consultant in AutoCAD “.dwg” format. It is assumed that the City’s consultant’s survey work has been conducted with the standard degree of skill and diligence normally performed for similar projects at the time said services were performed, including:
- a. Field locates of all monumentation;
 - b. Initial right-of-way mapping summarizing research of Records of Survey and plats in the area, and based on found monuments;
 - c. Vertical control based on NAVD 88 datum;
 - d. Temporary benchmarks/control points set every 400 to 600 LF.
 - e. Field surveying of pertinent ground features, and
 - f. Preparation of electronic AutoCAD transferable data.

The Consultant will visually verify dimensions of existing features (lane widths, sidewalks, catch basins, curb ramps, etc.) and verify and complete the linework, utility research, and mapping. Consultant will supplement the provided survey with additional topographic survey of the remaining areas needed for the design including surveying the W Riverside Ave bridge deck and substructure, Riverside Ave North of the bridge and the connection to People’s Place Park.

- 1.2 Project Kick-Off/Coordination Meeting:** A project “kick-off/coordination” meeting will be held with the Consultant and the City to discuss the project scope and objectives and required coordination efforts between Parametrix and City staff. This kickoff meeting will be held virtually and a secondary in person meeting will be held on site at a separate time to walk the project route and discuss key project components. The in-person meeting will be attended by those local to the area plus the lead structural designer.

- 1.3 Verify and Collect Available Data:** Consultant will verify existing data provided in the basemap and will collect missing data, if needed, from prior surveys and from existing utilities in the project area and will incorporate pertinent information into the base map.

1.3.1 Existing Utilities: The City will provide the available existing utility information from the surveyors. The reviewed and collected utility data will be verified and incorporate into the base map.

1.3.2 Plat Maps, Records of Survey and ROW verification: Consultant will collect record plat and survey maps adjacent to the project; review the maps and incorporate relevant discovered data into the base map. Consultant will also verify City provided ROW and make updates as necessary.

1.3.3 Geotechnical Investigation: Consultant will coordinate with selected teaming partner Budinger and Associates for the preparation of a geotechnical report which provides recommendations on pavement design, infiltration rates, and soil structural characteristics for pole foundations, slope stability and retaining walls as required. Consultant will provide completed geotechnical report to the City for review and record keeping. See attached Scope and Fee from Budinger and Associates.

- 1.4 Updated Design Layout:** Based on the work performed in Tasks 1.1 – 1.4, the previously prepared 30% design (by others) and the current project charter; the consultant will prepare preliminary design exhibits depicting the proposed horizontal design layout and project

limits. The design exhibits will be forwarded to the City for review and comment. The updated design will be utilized for the public input meetings. As a component of the updated design layout, an illumination assumption tech memo will be prepared to outline the design parameters. Consultant will coordinate with City Streets Department for signal and striping plan assumptions.

1.5 Permits and Environmental Documents:

1.5.1 DOE Construction Stormwater General Permit Notice of Intent (NOI): Land disturbance within the project limits is anticipated to be greater than 1 acre and therefore a DOE Construction Stormwater General Permit (CSGP) will most likely be required for this project. The City will prepare the Notice of Intent (NOI) for the CSGP and the Consultant will provide the City with input as needed to complete the NOI documents. The City will advertise the required 2 legal notices and be responsible for Department of Ecology permit fees. The Contractor will be required to transfer the Stormwater General Permit from the City to itself and terminate the permit following construction. The Contractor will also be required to prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project prior to the start of any construction activities. A bid item will be added to the Contract Documents to reimburse the Contractor for the SWPPP preparation.

1.5.2 SEPA/NEPA Environmental Checklist: See attached scope and fee from Anderson Environmental. Consultant will support Anderson Environmental in the preparation of the SEPA and NEPA documentation as required.

1.6 Coordination Meetings (up to 6): Attend/hold approximately 6 (six) virtual meetings with the City (streets, wastewater, parks and traffic) to present and discuss plans for the project. Meetings shall be held to review progress, complete coordination items, and review preliminary alternatives regarding alignment, sewer system relocation, roadway features, stormwater system design and traffic coordination.

1.7 Cultural Coordination: See attached scope and fee from Historical Research Associates. Consultant will coordinate with Historical Research Associates in their efforts to prepare and submit the cultural resources inventory tech memo.

1.8 Traffic Data Collection: See attached scope and fee from Quality Counts. Consultant will coordinate with Quality Counts in their efforts to collect and tabulate traffic data.

2. 60% DESIGN SUBMITTAL

2.1 Dry Utility Coordination: The Consultant will help the City prepare notification letters for “dry utility” utility purveyors (i.e., natural gas, power, communications, fiber optics, etc.) that have utilities located within the project limits. The list of appropriate utilities to send the letter to and distribution of the letter will be completed by the City. The letter will include project scoping exhibits and anticipated project schedules and will include a project overview to assist the purveyors in determining any needs to construct, relocate, and/or otherwise modify their facilities in conjunction with this project. The Consultant will meet with the purveyors as necessary to clarify the proposed work. If it is deemed necessary for a formal directive to be issued to require any of the dry utility systems to be moved, lowered, or

relocated (within the public right of way per franchise agreements), the Consultant will help the City prepare the letter, which will be signed and mailed by the City. The Consultant may request field investigations be performed by the purveyors to locate the existing utilities more accurately.

2.2 60% Construction Plans: The 60% construction plan sheets listed below will be submitted to the City for review and comments:

2.2.1 60% Trail Plan Sheets: The 60% trail plans will include existing utilities, existing rights-of-way and anticipated right of way and easement acquisitions, new curb, trail and driveway locations, grading/construction limits, temporary erosion control measures, typical cross-sections and HMA patching limits. Proposed accessible ramp locations will be shown, but sections and details will not be provided. This task will also include the preparation of a cover sheet for the overall plan set, showing the project name, project vicinity map and list of plan sheets included.

2.2.2 60% Stormwater Plan Sheets and Tech Memo: The 60% stormwater plans will include existing utilities, provided right-of-way and existing storm piping and structures along the trail. These plans will show the proposed locations for new drainage structures and piping along with existing structures and/or piping that will need to be removed, abandoned or protected in place. Proposed piping sizes, inverts and slopes will be shown in plan view to help identify potential conflicts. A portion of this submittal will be a drainage tech memo addressing the assumptions, design parameters and approach. It is assumed that the drainage design will show no net increase in PGIS, and no additional stormwater treatment systems will be incorporated.

2.2.3 60% Sanitary Sewer Plan Sheets: The 60% sanitary sewer plans will include the layout in plan and profile for the sanitary sewer relocation necessary to construct the new trail. These plans will show the existing utilities, crossings and draft profile information for the sewer pipeline and structures.

2.2.4 60% Illumination Plan Sheets: The 60% plans will include plan sheets for illumination. No signalization sheets will be provided. No RRFB's are planned to be included in plan sheets.

At 60%, the illumination plans will include basic pole and fixture information and pole/fixture layout. The illumination plans will also show the recommended service location(s). Schedules and details will not be provided.

Consultant will prepare Public Interest Finding (PIF) documentation for proprietary illumination equipment as part of 90% submittal.

2.2.4 Assumptions:

- *City will lead coordination for utility power connection.*
- *Illumination design will include the following:*
 - *Continuous trail illumination along full trail extents*
 - *Illumination of trail crossings, crossing existing roadways*
 - *City would like a decorative luminaire for illumination on the trail*

2.2.5 60% Traffic Control Plan Sheets: The 60% plans will include sheets for permanent traffic control signage and striping to address road and trail signage and road striping modifications. Consultant will coordinate with Spokane Transit Authority (STA) to relocate or add bus stops as required. Additional sheets will be developed for temporary traffic control to address detour routing, road and sidewalk closures and STA bus stop temporary relocations.

2.2.6 60% Technical Memorandum for Bridge Evaluation: The Consultant will provide a technical memorandum for evaluating safety upgrades on the existing Marne bridge. The technical memorandum will include the following:

- **Marne Bridge:**
 - Evaluate existing bridge to determine if retrofit or replacement of the existing traffic barriers is feasible.
 - Evaluate reconfiguration of existing channelization for lane modifications and addition of curb or surface mounted candle sticks for separation of pedestrians and vehicular traffic.

Assumptions:

- Bridge as-builts, load ratings and inspection reports to be provided by the City if available.
- Modifications to the existing bridge will be considered minor and will follow the “Do No Harm” policy described in sections 4.3.2A and 4.3.3 of the WSDOT Bridge Design Manual. This requirement allows up to a 10% increase in superstructure mass through traffic barrier replacements and sidewalk addition/rehabilitation without the need for a seismic evaluation or retrofit of the structure.
- Evaluation of bridge capacity, as required, will adhere to the live loads specified in the as-builts, or the AASHTO Standard Specifications if as-built information is unavailable.

After the Client reviews the Technical Memorandum, which will indicate recommendations by the Consultant, the Client will provide comments indicating direction for the 60% Plans. Additional services may be required and will be addressed via addendum.

2.2.7 60% Structural Plan Sheets: The Consultant will develop a 60% set of retaining wall plans to include plan views, elevations, and typical sections. If the Client indicates changes to the existing Marne Bridge, the Consultant will develop plans based on the responses from the Bridge Evaluation Technical Memorandum from Section 2.2.6.

Retaining Wall Assumptions:

- 3 retaining walls are located based on the 30% Design and are identified as Mechanically Stabilized Earth (MSE) Walls. The extent of retaining walls will need to be confirmed based on the trail alignments determined in the 60% submittal.
- Retaining wall design will be based on the latest editions of the WSDOT BDM, AASHTO LRFD design criteria, and recommendations from the geotechnical engineer according to the Phase II Geotechnical Engineering Report. If the Phase II Report identifies the retaining walls are required to be Soldier Pile Walls, then an amendment to the engineering fee may be incurred.

- Consultant assumes there will be aesthetic treatment on the walls in coordination with the City as shown on the retaining wall plans.

- 2.3 Construction Cost Estimate:** Consultant will estimate Construction Cost on the approximate quantities of work identified in the 60% drawings. This task will include an itemized cost estimate with all the anticipated unit bid items required to perform the work. Consultant will apply an estimated unit cost to each item and will add a contingency amount appropriate to the completion status.
- 2.4 Coordination Meetings:** Attend approximately 6 (six) virtual meetings with the City (streets, wastewater, parks, and traffic) to present and discuss plans for the project. Meetings shall be held to review progress, complete coordination items, and review alternatives regarding alignment, roadway features, sanitary and stormwater system design and traffic coordination.
- 2.5 Submit 60% PS&E Package:** Consultant will prepare and submit one PDF copy of the 60% Plans, and Engineer's Estimate. The scales to be used, the lettering, and the general delineation of the plans shall be as such to provide legible reproduction when the plans are reduced to ½ of their original size.
- 2.6 Public Involvement:** Consultant will meet with the West Hills, West Central, and Browne's Addition Neighborhood Council and the Bicycle Advisory Board (4 total meetings) utilizing the information and exhibits from Tasks 1.1 – 1.5 as well as some exhibits to show concept sections and layouts for public review. If the City deems it necessary, the Consultant will attend an open house at a to be determined location and time to discuss project specifics with the public. Public Comments will be evaluated, and any changes coordinated with the City. A maximum of 2 local staff will attend the meetings and the open house, and no travel is included. Consultant will also coordinate with business and property owners directly adjacent to the project alignment.

3. 90% DESIGN SUBMITTAL

- 3.1 Coordination Meetings:** Attend approximately 6 (six) virtual meetings with the City (streets, wastewater, parks, and traffic) to coordinate the overall project design as it progresses. This task includes a 60% plan review meeting with the City to discuss City comments from their review of the 60% PS&E submittal package.
- 3.2 Quantity Calculations and Cost Estimates:** Consultant shall prepare a bid schedule including anticipated bid items. Consultant shall apply an estimated unit cost of construction to the computed quantities. Consultant will complete a summary of quantities tabulation and develop unit prices for each item based on recent City of Spokane bid history, WSDOT unit bid analysis and engineering judgment. This task includes the preparation of an earthwork analysis to estimate the earthwork quantities that will need to be removed from the project site in support of the proposed improvements.
- 3.3 Specifications:** The WSDOT 2025 Standard Specifications and the City's General Special Provisions (GSP's) and WSDOT Local Program checklist for federally-funded projects shall form the basis of the specifications. The City will provide the Consultant with an editable

electronic copy (Microsoft Word version) of their latest GSP's. Consultant will review GSP's and GSP Instructions provided by the City and will modify and prepare additional special provisions for the items pertaining to the Consultants design plans as required for the project. Consultant will incorporate special provisions, plans and proposal into the Contract Provisions book (bid documents). The consultant will also include federal "Buy America, Build America Act" requirements in the specification documents. The City shall provide frontal documents for the Contract Provisions package.

- 3.4 Prepare 90% Construction Plans:** Consultant will progress the project design to the 90% level and will incorporate the City's 60% review comments. Below is a list of the plan sheets that are anticipated to be included in the 90% plan set:

- Cover Sheet with Vicinity Map (1 Sheet)
- Abbreviations, Legend and Construction Notes (1 Sheet)
- Demolition and TESC Plan Sheets (6 sheets)
- Erosion and Sediment Control Details (1 Sheet)
- Trail Plan and Profile Sheets (6 Sheets)
- Typical Roadway Sections (1 Sheet)
- ADA Ramp Details (2 Sheets)
- Stormwater Plan Sheets (6 Sheets)
- Stormwater Details (1 Sheet)
- Sanitary Sewer Plan Sheets (2 Sheets)
- Sanitary Sewer Details (1 Sheet)
- Bridge Plans (if applicable, 2 Sheets)
- Retaining Wall Plans (5 Sheets)
- Fall Protection Details (2 Sheets)
- Illumination Plans (6 Sheets)
- Illumination Details (4 Sheets)
- Striping & Signage Plans (3 Sheets)
- Temporary Traffic Control Plans (3 Sheets)
- Total: 53 Plan Sheets**

- 3.5 Submit 90% PS&E Package:** Consultant will prepare and submit one PDF copy of the 90% Plans, Specifications, and Engineer's Estimate to the City and to WSDOT for review and comments. The consultant will incorporate the City prepared plan sheets and GSP's into the overall bid document package.

4. 100% DESIGN SUBMITTAL

- 4.1 Coordination Meetings:** Attend approximately 6 (six) meetings with the City (streets, wastewater, parks, and traffic) to coordinate the final overall project design. This task includes a 90% plan review meeting with the City to discuss all of the City and WSDOT comments from their review of the 90% PS&E submittal package.
- 4.2 Prepare "Remove Notice Letters":** Consultant will prepare "Remove Notice Letters" to send to property owners where existing frontage improvements will need to be removed. The Consultant will prepare the letter using the format and documents provided by the City and the City will print the letters on city letterhead, sign the letters and mail them out to the property owners.

- 4.3 Final PS&E Revisions:** Consultant will incorporate final City review comments and update the plans, specifications and cost estimate prepared for the 90% review submittal. The final City prepared plans and specifications will be incorporated into the final bid document package. Consultant will also submit certified structural design calculations for any site-specific retaining walls.
- 4.4 Final (100%) Submittal:** Submit final plans specifications, and cost estimate to the City for signature / final approval and printing. Each of the bid drawings will include a “Bid Drawing Not for Construction” watermark in conformance the City’s current protocols. Consultant will provide one (1) electronic copy of the bid documents in PDF format.

5 BIDDING PHASE

- 5.1 Issue Bid Packages:** Coordinate with the City to provide and issue pdf copies of the final signed “Issued for Bid” documents for prospective Bidders.
- 5.2 Support during Ad, Bid, and Award:** The City will field questions from prospective bidders during the advertisement period, and forward technical questions to the Consultant. Consultant will provide responses to the City and will prepare draft addendum documents for the City’s review and distribution. City will tabulate bids. City will review bids, verify Contractor debarment status and recommend award.
- 5.3 Issue Construction Documents:** Consultant will update the plans and specifications to include any revisions or changes issued via addenda and will submit to the City in pdf format. Each of the plan sheets in this package will include a “Construction Drawing Not As-Built” watermark in conformance with the City’s current protocols. The City will make the necessary hard copies of the “Issued for Construction” documents for the successful Bidder.

DESIGN CRITERIA

To the extent feasible, the design will be developed in accordance with the following:

1. City of Spokane Design Standards, Feb 2007, including Amendment No. 2 dated September 2010 and edits to Chapter 3 dated Nov. 2020.
2. City of Spokane Standard Plans.
3. City of Spokane General Special Provisions (latest version).
4. Spokane Regional Stormwater Manual, April 2008.
5. Criteria For Sewage Works Design, May 2023.
6. Manual on Uniform Traffic Control Devices (MUTCD), 11th edition.
7. A Policy on Geometric Design of Highways and Streets. (AASHTO “Green Book”)
8. WSDOT Standard Specifications for Road and Bridge Construction. (2025 version)
9. WSDOT Design Manual, Oct. 2023.
10. Public Right of Way Accessibility Guidelines, Aug. 2023.
11. WSDOT Bridge Design Manual, Sept. 2023.
12. AASHTO LRFD Bridge Design Specifications, 9th Ed. 2020
13. Federal Highway Administration Lighting Handbook, 2023

DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

Consultant shall furnish the following documents, exhibits, or presentations for the work covered by this Agreement. All such material used in the project shall become and remain the property of the City:

1. Geotechnical Engineering Report. (pdf) (Prepared by Budinger and Associates)
2. Public Meeting/Open House Exhibits (pdf and hard copy)
3. Bridge Evaluation Tech Memo (pdf)
4. 60% Plans and Cost Estimate. (pdf)
5. 90% Plans, Specifications, and Cost Estimate. (pdf)
 - a) Public Interest Finding. (pdf)
6. 100% Plans, Specifications, and Cost Estimate. (pdf)
 - a) Structural Calculations (pdf)
7. "Remove Notice Letters" (word and pdf)
8. Upon final acceptance of the design:
 - a) Electronic (pdf) copies of the final signed Plans and Specifications.
 - b) One copy of the final construction cost estimate. (pdf)
9. "Issued for Construction" Plans and Specifications. (pdf)
10. AutoCAD files for City provided design tasks.

DATA TO BE FURNISHED BY THE CITY

The City shall make the following data available to the Consultant:

1. Topographic survey results, electronic version with paper copies of field notes, point lists, and line work, and storm drainage structure dips;
2. As-built drawings of existing roadway, water distribution main, sanitary sewer and storm drain lines, bridge, and traffic control signals if available;
3. Copy of the hot mix asphalt pavement section that the City would like to use for this design;
4. Plans, reports, and other pertinent information for proposed developments along the project corridor;
5. City of Spokane General Special Provisions (GSP's) in an editable electronic format (MS Word);
6. Right of Way acquisition information for properties adjacent to the project.
7. Contract Provisions "frontal" documents.
8. Landscaping plans (PDF)

EXTRA SERVICES:

In addition to the foregoing specific services, the following special services may be added upon written agreement of the parties by executing an Amendment to this Agreement:

1. Redesigns ordered by the City after final plans have been accepted.
2. Special Inspections not specifically described above.
3. Biological Assessment.
4. Structural engineering (including retaining walls) outside of those identified above.
5. Title Company, Utility Company, agency and processing fees.
6. Environmental studies or reports not specifically described above.
7. Construction staking.

8. Construction management and inspection services.

ASSUMPTIONS:

The following assumptions were used when preparing this scope of work:

1. The alignment for the project will generally follow the alignment established in the preliminary design phase.
2. The trail will end at the parking lot near People's Park.
3. Coordination with WSDOT and BNSF is not included with this scope of services as no properties owned by these entities have been identified.
4. There will be overlap with the scope of phase 1 of Fish Lake Trail, primarily where the two phases connect. This scope will be jointly coordinated between the two projects.
5. The existing project website may be used for this project and no separate domain will be required.
6. All public meetings will be held in person, and all design coordination meetings will be virtual.
7. Landscape plans will be designed and provided by City of Spokane forces.
8. The City will schedule, advertise and provide a location for a public open house if deemed necessary by the City.



Proudly serving the Inland Northwest for over 40 years

Geotechnical Engineering
Environmental Engineering
Construction Materials Testing
Subsurface Exploration
Special Inspection

Tom Jordan, PE
Parametrix
835 N Post Street, #201
Spokane, WA 99201

February 27, 2025

Revised from August, 2024

Project S-231158A1

Project: Fish Lake Trail Connection to Centennial Trail - Phase 2, Spokane, WA

Subject: Proposed Geotechnical Exploration & Analysis

Mr. Jordan,

Thank you for the opportunity to propose geotechnical services for the Fish Lake Trail Connection to Centennial Trail - Phase 2. This proposal presents a scope of services and cost estimate for geotechnical exploration and analysis for the proposed trail alignment.

Project:

Phase 2 of the Fish Lake Trail Connection will extend from the existing gravel parking area near the corner of S. Government Way and 5th Avenue downslope through High Bridge Park making several switchbacks. From High Bridge Park (road) the trail extends northwest crossing the Riverside Avenue Bridge and ending at the existing People's Park trailhead. We anticipate project will require cuts/fill and retaining walls to meet proposed lines and grades. Retaining wall locations and dimensions have not been determined at this time.

Scope:

Research available geologic, topographic, and soil mapping for the site. Perform field reconnaissance to identify existing surface conditions including topographic features, vegetation, rock outcrops, and indications of erosion.

Advance four test borings using air rotary drilling methods to a maximum depth of 25 feet or 5 feet into rock, whichever is less. Approximate test boring locations are shown on the *Exploration Plan*. Split-spoon samples and penetration resistance testing will be conducted in soil at 2.5-to-5-foot intervals.

We will perform up to three hand operated dynamic cone penetration tests (DCPs) on the slope above the High Bridge Dog Park to characterize surficial soil densities where drill rig access is not feasible. We have budgeted for two additional DCPs along the trail alignment between High Bridge Pk and the north side of the Riverside Bridge, pending results of cultural resources evaluation by others.

Characterize the subsurface conditions encountered in the borings including:

- Layering (stratification)
- Soil texture and classification
- Soil consistency/relative density
- Soil moisture and depth to ground water

1101 North Fancher Rd.
Spokane Valley, WA 99212
Tel: 509.535.8841
Fax: 509.535.9589

Conduct laboratory testing of recovered samples including moisture content, gradation, and plasticity to classify subsurface materials.

Prepare geotechnical engineering report summarizing results, conclusions, and recommendations for the project including:

- Surface preparation and fill placement
- Feasibility of reusing on-site soils as fill
- Temporary and permanent slope recommendations
- Lateral earth pressures (equivalent fluid pressures) and lateral resistance (friction coefficients)
- Retaining wall recommendations
- Seismic considerations including site class and spectral acceleration parameters
- Drainage and stormwater infiltration considerations
- Pavement layer thicknesses

Assumptions:

We assume legal and physical access to site will be provided. We will mark desired boring locations and submit a "call before you dig" request. We will not explore in the vicinity of marked utilities; however, we will not be responsible for improperly located or unlocated services. We assume the borings will be accessible using a truck mounted drill. We assume drill cuttings will be dispersed on site.

Appended to this proposal is a document titled *Important Information about This Geotechnical Proposal* that we recommend you review carefully.

Schedule:

We anticipate beginning the field within three weeks of receiving notice to proceed. Estimated draft report completion date is four weeks following the field work. The final geotechnical conditions report will follow the receipt of the draft report comments by no more than one week.

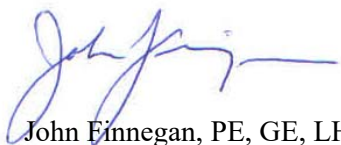
Fees:

Fees will be incurred on a unit price basis in accordance with the attached cost estimate as well as our schedule of fees. The estimate will not be exceeded without your approval and specific request for additional services.

We appreciate the opportunity to provide this proposal and look forward to assisting you in completing a successful project.

Prepared by:

Budinger & Associates, Inc.



John Finnegan, PE, GE, LHG
Senior Geotechnical Engineer and Principal

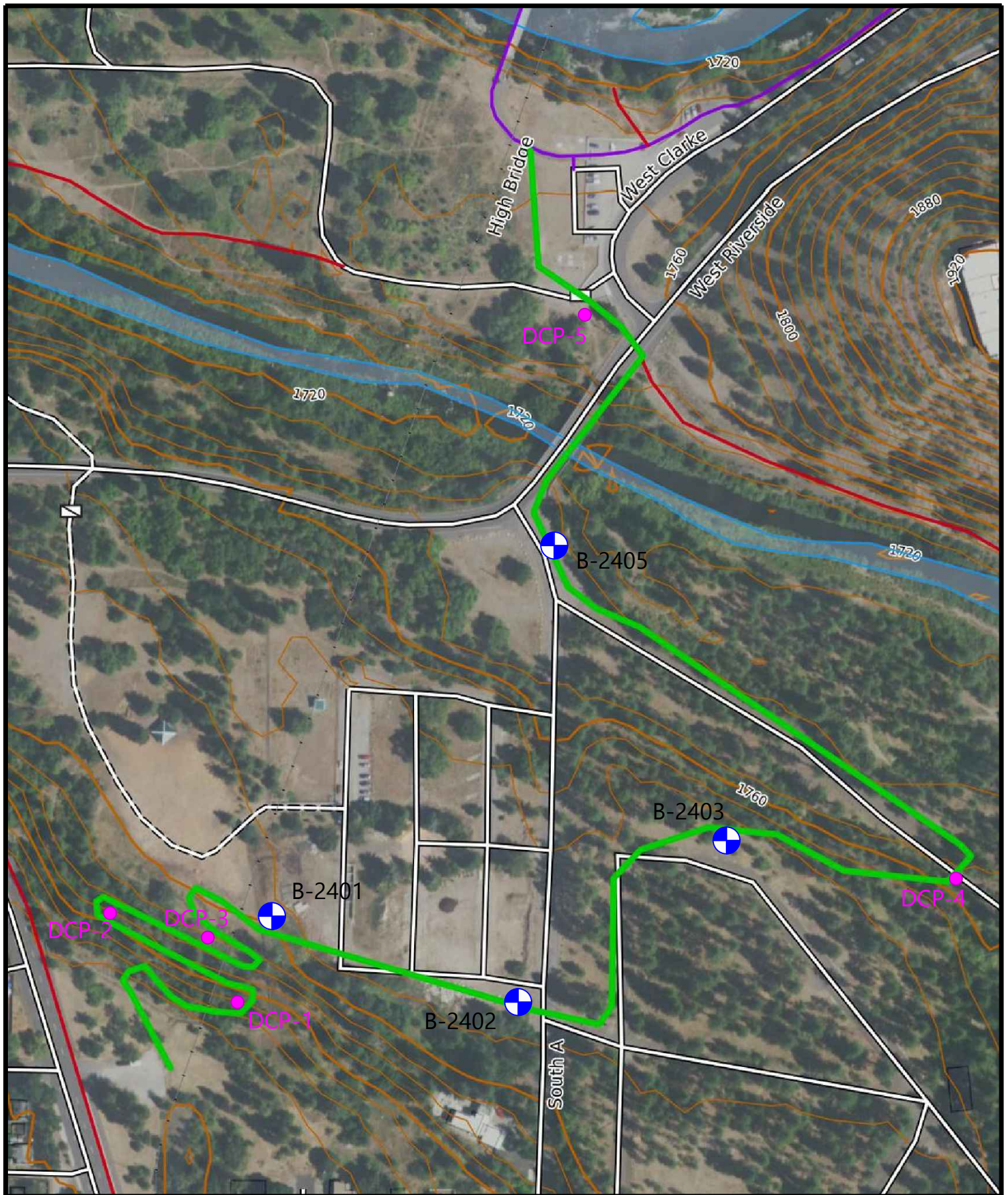
Collin McCormick, PE
Geotechnical Engineer IV

*Budinger & Associates, Inc.
Geotechnical and Environmental Engineers
Construction Materials Testing & Special Inspection*

S-231158 Fish Lake Trail Connection to Centennial Trail – Phase 2

Attachments

- *Exploration Plan*
- *S-231158A1 Cost Estimate*
- *Important Information about This Geotechnical Proposal*



Proposed Boring Location

Proposed DCP Location



0 100 200

SCALE: 1"=200'



Budinger
& Associates

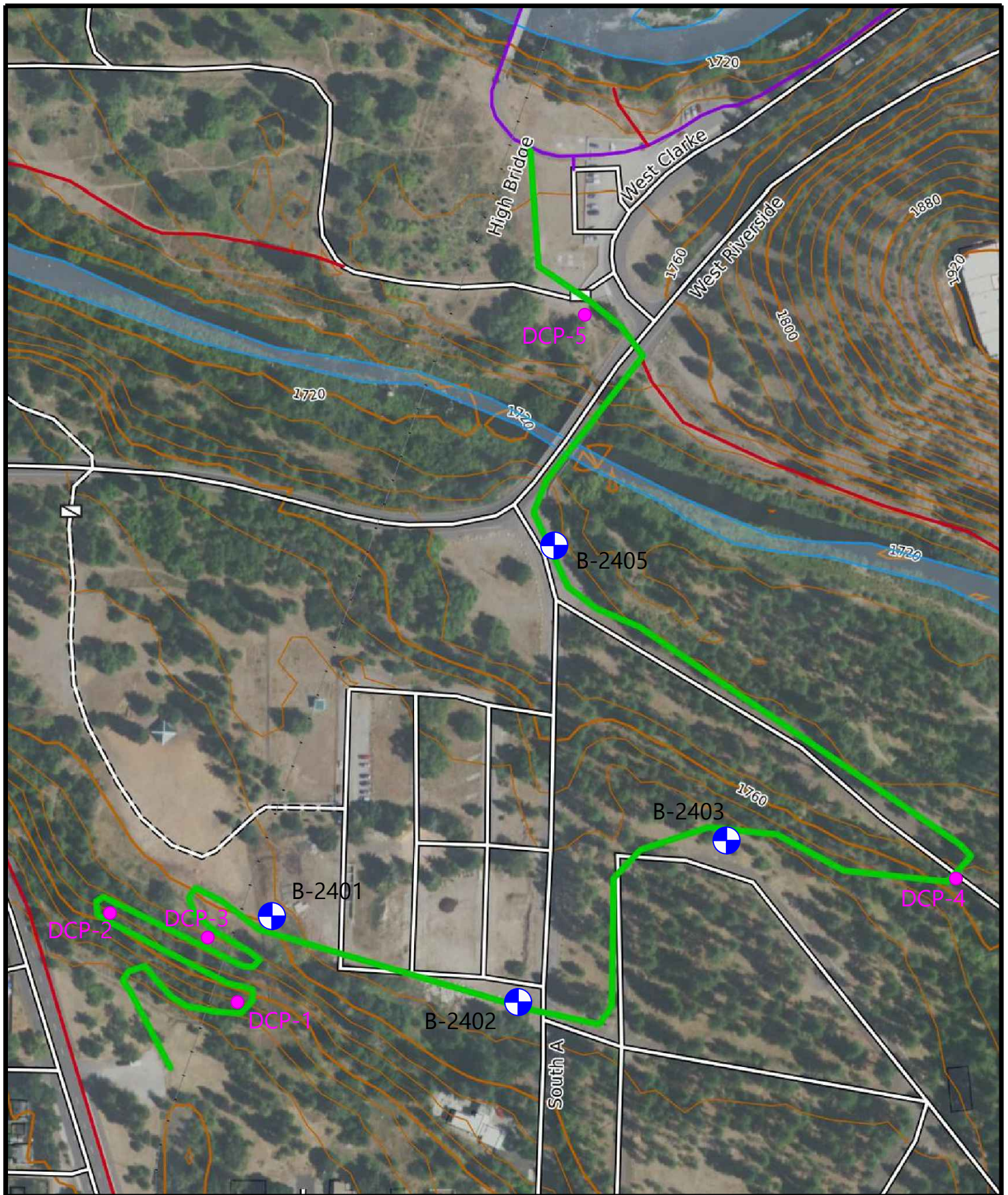
EXPLORATION PLAN

FISH LAKE TRAIL CONNECTION - PH2
SPOKANE, WASHINGTON

FIGURE 1

PROJECT # S231158A1

DATE: 8/2024



Proposed Boring Location

Proposed DCP Location



0 100 200

SCALE: 1"=200'



Budinger
& Associates

EXPLORATION PLAN

FISH LAKE TRAIL CONNECTION - PH2
SPOKANE, WASHINGTON

FIGURE 1

PROJECT # S231158A1

DATE: 8/2024

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



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Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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Scope of Work: Fish Lake Trail Project - Phase 2

Historical Research Associates, Inc. (HRA), is pleased to submit the following scope of work (SOW) and cost proposal to Parametrix to provide cultural resources investigations in support of Phase 2 of the Fish Lake Trail Project [the project]. The project is being conducted by the City of Spokane (City) and is on public land within Spokane, Washington. The project will use Federal Highway Administration (FHWA) funds, making it subject to Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations (36 CFR Part 800). HRA conducted the initial cultural resources survey for the Fish Lake Trail project in 2018, but the report was not submitted to the Washington Department of Archaeology and Historic Preservation (DAHP) until September 2024. Edits are needed to the report, and Parametrix has asked HRA to split the report into two documents (Phase 1 and Phase 2). Under this scope, HRA will revise the report and tailor it to Phase 2 of the Fish Lake Trail Project. Phase 1 work will occur under a separate SOW and cost proposal. Phase 2 of the project will extend the Fish Lake Trail from West 5th Avenue to People's Park. A section of the proposed trail in the High Bridge area will need to be realigned to avoid a known archaeological site (Site 45SP950). This location, measuring less than 2 acres, requires additional archaeological survey (see Task 3).

The following scope details the tasks, assumptions, and schedule based on HRA's current understanding of the project.

Task 1. Project Management

Project management includes those items necessary for completion of tasks such as project setup and closeout, internal and client planning meetings and communications, review of invoicing, and updates on progress to the client. HRA values open communication with our clients, which is essential to establishing and meeting expectations throughout a project.

Task 2. Background Research

Background research will be limited and include only review of the State Historic Preservation Office (SHPO) site and survey databases to determine if any newly recorded resources or cultural resource surveys have been recorded within 1 mi of the project area since the original report was drafted. HRA staff will not review historic General Land Office (GLO), U.S. Geological Survey (USGS), and Sanborn maps; Tax Assessor data; soils and wetland data; and any other pertinent literature, records, documents, maps, and reports related to the project area's natural and cultural

history – and assumes that the previous research conducted in 2018 will be sufficient for the new report.

Task 3. Field Investigations

The field investigations will take place after completion of appropriate utility locates, and following property access coordination. All work will be supervised by staff who meet the Secretary of Interior's Professional Qualifications Standards for their respective fields (36 CFR Part 61).

Prior to initiating fieldwork, an HRA Health and Safety Manager will prepare a Health and Safety Plan (HASP) to be followed by HRA employees while in the field. The HASP will include reference to HRA's established protocols that meet or exceed local, state, and federal guidelines.

Archaeological Survey

The archaeological survey will consist of pedestrian survey of less than 2 acres supplemented by limited shovel probe excavations. HRA will conduct a pedestrian survey of the entirety of the survey area. Archaeologists will walk transects spaced at intervals of 20 meters or less. During this survey, archaeologists will seek out and examine ground exposures (e.g., ditches, cut banks, plowed fields, rodent hole back-dirt piles, other erosional exposures) looking for exposed archaeological materials. The HRA crew will record their observations on standardized field forms and in field notebooks. Survey areas will be marked on field maps, recorded with GPS technology, and photo-documented using a standardized photographic log. Upon encountering evidence of archaeological artifacts and/or features within the survey area, HRA field personnel will document the archaeological resource(s) in a manner that meets SHPO standards. To the extent possible, they will be identified as to type, material, function, and cultural and chronological association. Diagnostic materials will be photographed. Site boundary polygons and the locations of all features shall be recorded using GPS technology and on a site sketch map.

HRA will excavate shovel probes in high probability areas where there may be project impacts and to delineate archaeological resources within the survey area. (As noted, prior to excavations, HRA will coordinate utility locates as required.) Shovel probes will be 30 centimeters (cm) in diameter; at least 50 cm in depth and, assuming there is potential for archaeological deposits to be deeper, to the depth of proposed project disturbances as feasible; and terminated after two culturally sterile 10-cm levels. No probes will be dug intentionally within site boundaries. Select shovel probes may be extended in depth with an auger. Soils will be screened through 1/4-inch hardware mesh. Shovel probes will be backfilled and plotted using a GPS instrument. HRA will take general survey notes (locations, setting, disturbances, etc.), as well detailed notes about shovel probes and identified cultural resources.

No artifacts will be collected.

Task 4. Reporting

Using portions of the previous draft report, HRA will prepare a cultural resources technical report tailored to Phase 2 of the Fish Lake Trail Project that meets SHPO standards and guidelines and incorporates the results of the previously conducted archaeological and architectural surveys. Minimally, the report will include a SHPO coversheet, management summary, introduction and project description, cultural and environmental context, background research, methods, results of the field investigations, conclusions and recommendations, and an assessment of project effects on historic properties (to the extent possible). The report will also include National Register of Historic Places (NRHP) eligibility recommendations for each resource (eligible, not eligible, or, for resources with limited available data, unevaluated), recommendations for further work (if any), resource forms (as needed), and appropriate maps, figures, and photographs. HRA anticipates an update to the site form for previously recorded site 45SP950 will be required if the survey determines the site boundary has been extended.

An electronic draft of the report will be submitted in both Word (.docx) and Adobe (.pdf) format to the client for review and comment. Following one round of review by the client, HRA will make any necessary revisions to the draft and provide a final report in electronic (.pdf) format. At the request of the client, HRA can submit the final report to SHPO, appropriate Tribes, and/or other consulting parties as appropriate.

Deliverables

HRA will submit electronic versions of the draft report for review, one in Word (.docx) and one in Adobe (.pdf) format. Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final documents, inclusive of all appropriate SHPO data (report cover sheet, GIS shapefiles, and resource forms).

Final Deliverables: 1 electronic copy in Adobe (.pdf) format
1 SHPO cover sheet in Adobe (.pdf) format
GIS shapefiles for SHPO submission

Schedule

HRA will begin background research and revising the report within two weeks of receipt of a fully executed contract (i.e., notice to proceed [NTP]). Weather permitting, fieldwork will be completed within 8 weeks of NTP. A draft report will be completed within six weeks of completion of fieldwork. HRA will submit the final technical report within four weeks of receiving comments on the draft.

Cost and Assumptions

HRA's total cost for tasks outlined in this scope of work (SOW) is \$18,627, to be billed on a time and materials basis.

HRA's cost proposal is made with the following assumptions in mind, deviations from which may require a scope or cost modification:

- The survey area measures less than 2 acres.
- The services included in this SOW are for survey-level investigations. Identified archaeological resources may require additional investigations to determine their NRHP eligibility and/or the project's potential impacts; such work would require a scope and cost modification.
- This cost estimate and schedule is valid for up to 30 days. Any delays in accepting the bid and executing a contract could result in changes to the cost estimate and schedule.
- HRA will inform the appropriate Tribes of our schedule, invite them to participate in the survey. HRA's tribal notifications do not constitute consultation under 36 CFR Part; consultation is the responsibility of the lead agency.
- The City will provide access to the property, coordinate safe access to the project area, clear any modern debris that obscures the ground surface, and provide a line of communication with safety personnel while HRA conducts field efforts, as needed and appropriate.
- Field investigations associated with shovel probes will require utility locates. HRA will coordinate public utility locates only. Should private locates be advisable, a scope modification may be required.
- Field investigations may necessitate special accommodations to ensure the health and safety of our staff, including requiring staff to travel in separate vehicles, providing appropriate cleaning supplies for equipment, and enacting protocols and procedures by the Field Director and HRA's Health and Safety Manager. HRA reserves the right to delay field investigations for a reasonable amount of time due to health and safety-related impediments beyond our control, for example, extreme weather, mandates restricting travel, or outbreaks of contagion in the project area that put our staff at elevated health and safety risks. HRA will remain in close contact with Parametrix and the City throughout the fieldwork planning and execution stages to ensure any potential delays are communicated early, thoroughly, and with complete transparency.
- Soils and sediments in the project vicinity are not known to have increased likelihoods of containing regulated hazardous materials. As a result, this SOW assumes that no HAZWOPER training is required; that personal protective equipment (PPE) beyond basic Level D protection is not required; and that a HAZWOPER-level Health and Safety Plan (HASP) will not be necessary. If conditions change and/or these items are required, HRA will approach the City for a change order and will be given up to 10 days to prepare a HAZWOPER HASP. If a HAZWOPER HASP is needed, the City will furnish all information necessary for HRA's contracted industrial hygienist to prepare the document within 5 days.

- No architectural/built environment survey will be required.
- No archaeological permits will be required.
- HRA will record up to 2 archaeological resources (sites or isolates) including 1 known resource.
- HRA will excavate up to 10 shovel probes.
- No human remains, archaeological resources, or potential archaeological resources requiring additional investigations, permits, or treatment will be investigated under this contract. Should such resources be identified during monitoring activities, all work in the immediate vicinity will stop until the potential impact can be resolved. Any additional archaeological investigation that may be needed to resolve the project's potential impact will require a contract modification or new contract.
- The project will be completed prior to July 1, 2025. If the project extends beyond this, additional funding will be required to account for WSDOT approved rate changes.
- This cost estimate and schedule is valid for up to 30 days. Any delays in accepting the bid and executing a contract could result in changes to the cost estimate and schedule.
- HRA's investigations do not include identifying Traditional Cultural Properties (TCPs), Traditional Cultural Landscapes, and/or Historic Properties of Religious and Cultural Significance (HPRCST).
- There will be no in-person or virtual meetings with Tribes or SHPO.
- Any of HRA's communication or meetings with Tribe does not constitute consultation under 36 CFR Part 800; consultation is the responsibility of the lead agency.

ESTIMATE



WCM:WA

BILL TO : Parametrix
835 N Post, Suite 201
Spokane,WA 99201
(509) 328-3371

CLIENT PROJECT # : ESTIMATE DATE : 9/27/2024 ORDER DATE : 9/24/2024

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
167770	Fish Lake Trail Phase 2	PWP	Tom Jordan

QTY	DESCRIPTION	RATE	TOTAL
2	1-3 Lanes-Speed, Volume	\$260.00	\$520.00
	2 Location(s) for time period(s): 1 Days (Speed, Volume)		
	-W Riverside Ave West of Clarke Ave, Spokane, WA		
	-S A St south of High Bridge Pk, Spokane, WA		
		TOTAL	\$520.00

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts, LLC
15615 SW 74th Ave #100
Tigard, OR 97224
(877) 580-2212
qualitycounts.net

CITY OF SPOKANE, WA
FISH LAKE TRAIL PHASE 2

ENVIRONMENTAL SERVICES

SCOPE OF WORK AND ESTIMATE

October 29, 2024

PREPARED FOR:

PARAMETRIX

TOM JORDAN, P.E.

ENGINEER IV

TJORDAN@PARAMETRIX.COM;

509-381-6169

PREPARED BY:

Michelle C. Anderson

Anderson Environmental Consulting LLC



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707 N Cedar Street, Suite 1B.

Spokane, WA 99001

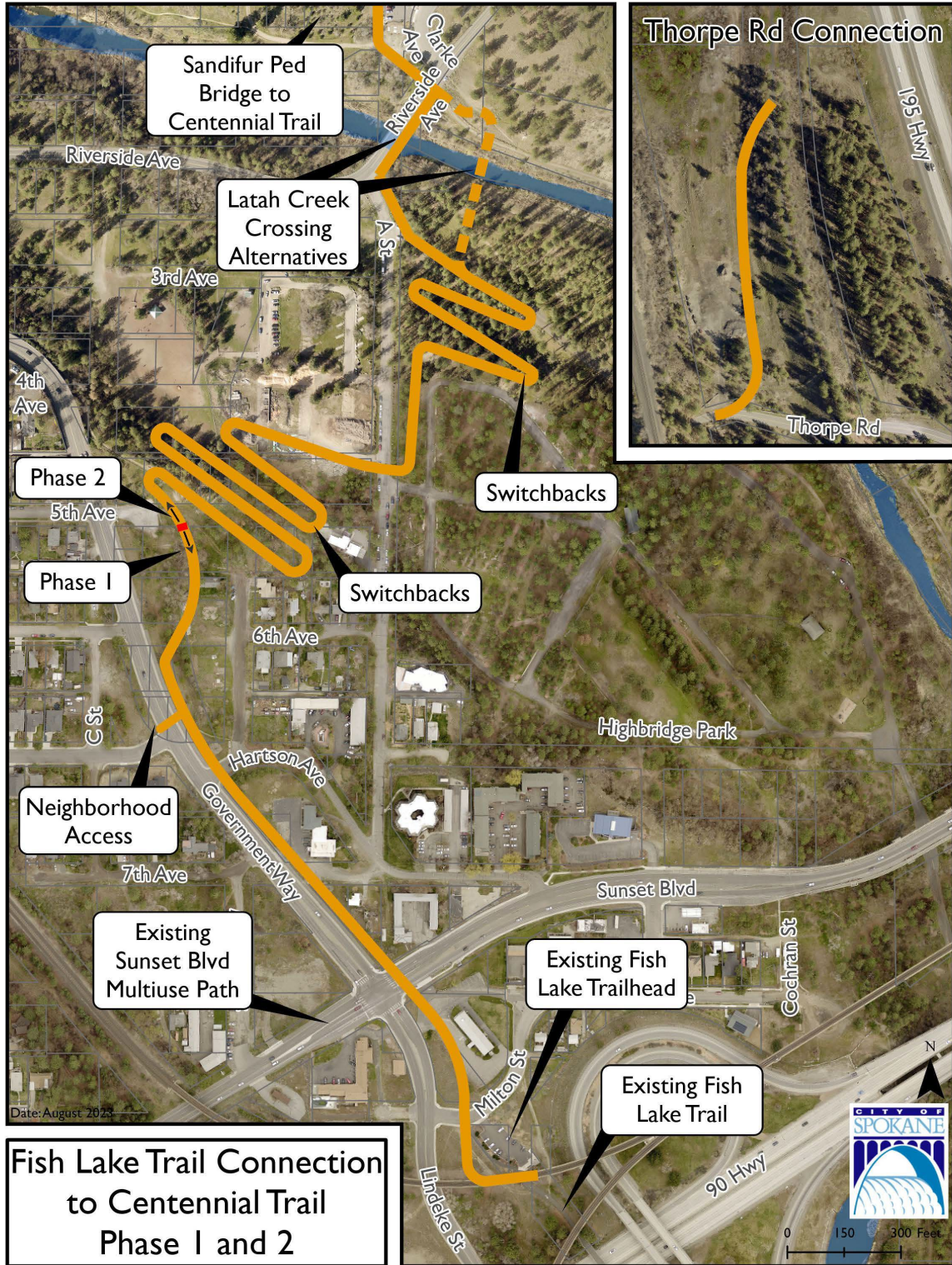
Tel: 509.467.2011: Cell: 509.220.0045

Mca@aec-enviro.com

PROJECT DESCRIPTION

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) with federal funding is proposing to design and construct the Fish Lake Trail Connection to Centennial Trail Phase 2.

The limits of this phase will include the trail alignment from approximately 5th/Government Way down the hill next to the High Bridge Dog Park, crossing A Street, then continuing through High Bridge Park to Riverside Avenue, crossing Latah Creek, then into People’s Park to connect to the Centennial Trail (via Sandifur Bridge) and the South Gorge Trail. The bridge will be restriped and jersey barrier removed; however no substantial improvements will be made to the bridge.



The project objective is to meet the environmental requirements of the Federal funding agency, Federal Highway Administration (FHWA) and the administering agency WSDOT. This will involve ensuring the project complies with the National Environmental Policy Act (NEPA), the Endangered Species Act, the Clean Water Act, Section 106 of the National Historic Preservation Act and other applicable federal laws and regulations.

The scope of work is anticipated to include:

1. Project Management, Administration and Meetings
 - a. Administration and Invoicing
 - b. Kickoff meeting includes a walking tour of the route.
 - c. Team Meetings
 - d. Public and Agency Involvement (NEPA Kickoff, Tribal coordination and Preapplication meeting) and Design Coordination through Preliminary, Final and PS&E
2. National Environmental Policy Act (NEPA) Categorical Exclusion Documentation
 - a. Categorical Exclusion Form and Supporting Documentation
 - b. Endangered Species Act Documentation
3. 4(f) Evaluation/De minimis Documentation
4. Wetland and Stream Assessment
5. Environmental Permitting
 - a. JARPA
 - b. HPA
 - c. Habitat Management Plan/Shoreline Impact Assessment & Shoreline Exemption

Task 1. Project Management and Administration

Perform general administrative duties, project meetings, agency coordination, and invoicing and reporting. This will also include environmental coordination meetings with the City of Spokane.

Consultant Tasks

- 1.1. **General Administration.** Include setting up contract in accounting system, filing, correspondence and preparing schedule of environmental tasks. The project is expected to last approximately 18 months.
- 1.2. **Project Meetings.** AEC will participate in:
 - One (1) NEPA kickoff meeting
 - Bi-weekly meetings over 18 months. Each meeting will be approximately 1 hour and will involve reviewing design, status of environmental tasks, schedule and coordinating required information for project delivery. AEC will participate in all meetings via conference call.
 - Three (3) Agency meetings (NEPA Kickoff, Tribal coordination meeting and Preapplication meeting on-site)

- 1.3. **Invoicing and Reporting.** Prepare monthly invoices and progress reports to accompany each invoice. This will involve providing back-up documentation and will meet the requirements for WSDOT/Federal aid projects. AEC will also complete the DBE compliance reports online monthly.

Assumptions

- The project will have up to an 18-month duration
- Up to 18 invoices will be prepared

Deliverables

- 18 invoices
- Agendas, meeting materials and meeting minutes for 3 meetings

Task 2. NEPA Documentation

Consultant Tasks

- 2.1 **Site Visit-** One AEC staff will conduct up to one (1) general site visit to collect data, photos and inventory resources for the CE form.
- 2.2 **CE Form-** Prepare 1 CE form per WSDOT LAG Categorical Exclusion Instructions. This will involve reviewing previous reports, design coordination. AEC will utilize a previously prepared Cultural Resource Survey (prepared by HRA) and the final effect determinations..
- 2.3 **Review Databases-** Available agency databases, documents, maps and studies for information regarding floodplains, hazardous materials, air quality, water quality, socioeconomic impacts and other potential impacts, IPaC report and STIP. Collect US Census data and contact alternate sources to confirm presence of low income or minority populations as applicable, to support the Environmental Justice (EJ) requirements.
- 2.4 **Hazardous Materials Memo-** AEC will conduct an administrative review of Hazardous Materials during the concept phase that provided the results of a database search of the Washington State Department of Ecology (Ecology), Environmental Protection Agency (EPA) and other databases to identify listed hazardous material sites within a 1/2 mile of the project locations. It also identified other sites with potentially hazardous materials and risks associated with the proposed project. This information will be updated. A map and table of the listed and potential hazardous sites will be provided. A windshield survey will be completed to verify sites and identify unlisted hazardous materials. Suggested measures will also be incorporated into the memo. This will be submitted with the CE Package for review.
- 2.5 **Environmental Justice/Socio Economic Impacts-**Complete a Socio-economic checklist, prepare an EJ Screen Report and determine impacts as a result of the project. This may include additional coordination regarding the Indian Community Center, unhoused population and other potential populations.

- 2.6 Reviews and Revisions-** The CEs and supporting documentation will be reviewed by the City of Spokane, WSDOT Local Programs and WSDOT Highways and Local Programs (HQ) and FHWA. AEC will address up to 4 sets of comments.

Assumptions

- The design will be in accordance with WSDOT Design Standards, the Highway Runoff Manual and the WSDOT Local Agency Guidelines (LAG). Waste sites, materials source sites, stormwater treatment and other design features will be identified at the time of the CE.
- The environmental documentation level is assumed to be a Categorical Exclusion (CE); however, this assumption is not meant to imply that the final document will be as pre-determined. If the National Environmental Policy Act (NEPA) process determines that a document other than that identified is appropriate, changes to the scope of work and/or scope of work tasks will be necessary.
- The design team will provide the limits of soil disturbance, impervious surface, depth of disturbances and other impact calculations.
- The cultural resource survey is already partially completed and any additional cultural resource survey work will be completed by others.
- Technical Reports. There are no other additional studies or reports that are not described in this scope of work. There will be no Noise Analysis, air quality analysis, mitigation plan, or visual quality assessment.
- The vacation of 7th Ave is not part of the project and will not be addressed in this scope of work.
- Since the City of Spokane owns the Right of way, no new Right of way is needed.
- There will be no effect to threatened or endangered species and designated critical habitat.
- Review comments will be received from City of Spokane, WSDOT Local Programs, and WSDOT Highways and Local Programs (HQ) and FHWA. There will be no more than four sets of revisions to the CE.
- All submittals will be electronic.

Deliverables

- **3 Drafts and 1 Final CE (electronic)**

Task 3 Section 4(f) Evaluation

Consultant Tasks

- 3.1 Prepare Draft 4(f) Evaluation-**The Project will have permanent impacts to High Bridge Park, the Disc course and the Dog Park which would result in a Section 4(f) use. Therefore a Section 4(f) Evaluation will be required and will be approved by FHWA. The 4(f) evaluation will outline the project purpose and need, methodology, characterize the resources, and evaluate alternatives.

It will make a determination of feasibility and prudence and describe avoidance and minimization measures. Up to 4 maps will be prepared.

3.2 **De Minimis Document** -AEC will also prepare Section 4(f) de minimis document for the impacts from tying in the new trail to the existing Fish Lake Trail.. There would be no impacts to NRHP eligible resources. This will also require reviewing the effect determinations for the Cultural resources and also coordinating with City Parks to determine impacts to park facilities, temporary and permanent impacts, mitigation, significance of impacts and to obtain letters.

3.3 **Reviews and revisions**- The documents will be reviewed by the Design Team, City of Spokane, WSDOT Local Programs, WSDOT Highways and Local Programs and FHWA.

Assumptions

- There will be a Section 4(f) use as a result of the project but a Programmatic 4(f) is applicable either for minor impacts to Parks or Net benefit.
- Alternatives from the concept report will be used and there will not be additional alternatives presented.
- Calculations of impacts and quantities will be provided by the consultant design team.
- The Section 4(f) de minimis document will be for the impacts to the Fish Lake Trail.

Deliverables

- 4 Drafts and 1 final Section 4(f) Evaluation
- 3 Drafts and 1 final 4(f) Deminimis document

Task 4 Wetland and Stream Assessment Report (WSAR)

A Wetland Delineation and Stream Assessment Report will be prepared describing the methods used, jurisdictional and non-jurisdictional wetlands and waters of the US identified, and general characteristics of vegetation, soil, and hydrology in the vicinity. The WSAR will be prepared consistent with the WSDOT WSAR template.

Consultant Tasks

- 4.1 Background Information. Collect Background Information regarding expected soils, hydrology, National Wetland Inventory (NWI), rainfall, floodplains, gages, and other information.
- 4.2 Fieldwork. Conduct wetland delineation in accordance with the USACE 1987 Manual and applicable Western Mountains Valleys and Coast Supplement. There will be up to 2 wetlands delineated and the ordinary high-water mark of Latah Creek will be delineated. No more than 6 data points for wetlands and 10 data points for OHWM will be collected. The ordinary high water mark as well as the wetland boundaries and soil pits will be recorded using a handheld GPS with sub foot accuracy. Up to 2 field days for 2 biological staff will be required to complete the wetland delineation and delineate the OHWM and collect GPS data.

- 4.3 Wetland Rating. Up to 1 wetland will be rated using the Ecology Eastern Washington Rating System. This will be documented in the Wetland Delineation and Stream Assessment Report. It will have a summary of the ratings, one map in the narrative and the ratings with the appropriate mapping and support documentation. Wetland boundaries and data points will be flagged in the field and surveyed by the Professional Surveyor. It will include information regarding WDFW Priority Habitat and Species, Threatened and endangered species, 303(d) listed waters, TMDLs, water quality and surrounding land use.
- 4.4 Mapping and GPS. Prepare maps of wetlands, creeks, OHWM, and data points overlaid on aerial photography using ArcGIS. AEC will download the GPS information and use it to prepare the wetland boundary maps. Up to 3 maps will be prepared.
- 4.5 Wetland Delineation and Stream Assessment Report (Wetland Report) that meets the USACE Wetland Delineation Manual and Applicable Supplements and the WSDOT WSAR Template. The report will include maps or aerial photos of the study area with the identified wetland areas.
- 4.6 Reviews and Revisions. The report will be reviewed by City of Spokane, WSDOT Local Programs and HQ staff, the USACE, Ecology. Up to 3 sets of comments will be attached. The wetland delineation report and maps will be revised to reflect any changes due to the spring site visit.

Assumptions

- A wetland delineation report is required.

Deliverables

- 3 draft and 1 final WSAR

Task 5. Permitting

AEC will coordinate with agencies and prepare permit applications for construction of the project including the following:

- WSDOT and Agency coordination
- JARPA Application
- HPA Apps Online
- Critical Areas and Shoreline Compliance

Consultant Tasks

5.1 WSDOT and Agency Coordination- AEC will participate in approximately 2 agency meetings through the project duration. There will be 1 on-site meeting that may involve staff from US Army Corps of Engineers, Washington Department of Ecology, Washington Department of Fish and Wildlife and Tribes. The second meeting will be via conference call. AEC will schedule and prepare agendas, minutes and meeting materials for each meeting. Designs will be provided by the design team.

5.2 JARPA- Prepare JARPA application and assist with the preparation of plan sheets to meet agency requirements for the Shoreline and Critical Area Ordinance compliance. AEC will respond to

agency information requests and coordinate with agency personnel regarding the JARPA application.

5.3 Critical Areas Ordinance and Shorelines Compliance- AEC will coordinate with City Planning to determine the approach for SEPA and compliance, the Critical Areas Ordinance and the Shoreline Master Program. AEC anticipates a Habitat Management Plan (HMP) /Shoreline Impact Assessment (SIA) and Shoreline Exemption will be required.

A HMP/SIA will be prepared that will require a detailed project description, quantification of impacts to wetlands, streams, shoreline jurisdiction and their buffers. It will also include impacts to floodplains, as applicable. A formal USACE Mitigation plan is not anticipated. It is assumed there will be less than 1/10 acre of impact to wetlands and less than 3/100 acre of streambed. Mitigation will be required for critical areas and shoreline compliance. Any mitigation will be on site and within the original APE/study area that was evaluated as part of the NEPA CE and Cultural Resource Survey Report. It will be conducted in accordance with the City of Spokane's Critical Areas Ordinance and will include the following information:

- Regulations
- Methodology
- Project description
- Existing conditions (priority species, habitats, critical areas, vegetation)
- Impacts to priority habitat and species, vegetation, and ecological function
- Mitigation (Avoidance, Minimization and Compensatory mitigation)
- Maintenance and Monitoring

5.4 HPA Apps Online-AEC will prepare an online application for work in or over the river that could affect fish life. This will use much of the information from the JARPA application. AEC will also distribute the Authorized agent form for signature and respond to requests for more information.

5.5 Agency Coordination and Communications - AEC will prepare draft and final cover letters for each of the permit applications as needed and will submit the applications to agencies, respond to information requires, follow up with agency staff and finalize applications.

Assumptions:

- A cultural resource survey is already completed and any remaining work will be completed by others.
- No other plans, reports or permits will be covered by this scope of work.
- There will be no substantial changes to the project design that will require resubmittal of the plans and permits after they are drafted.
- Plan sheets and quantities will be provided by others
- The SEPA checklist and processing will be prepared by the City of Spokane. A SEPA checklist is the appropriate level of documentation and a SEPA DNS is anticipated.

- The project will disturb more than 1 acre therefore an NPDES permit, and SWPPP are required. The City of Spokane will prepare the NPDES NOI and SWPPP.
- All permit application fees, public notice expenses, cost of signage, public meeting facility costs, and newspaper publication fees, will be the responsibility of the client.
- Grading and building plans and calculations will be provided by others.
- Site plans depicting the OHWM, in-water work, proposed and existing facilities and impacts that will be used for permit applications, including those prepared according to the Corps requirements will be prepared by others.
- There would be no work below OHWM or in wetlands; however, it is unknown if wetlands will be impacted at this time; but is assumed they may be avoided. Since there is no in-water work, 404 and 401 Water Quality Certification are not required.
- An HPA is required because there is anticipated work on the bridge over the water.
- A wetland mitigation plan for the Corps of Engineers will not be required since there will be less than 1/10 acre of wetland impacts and no in stream work.
- AEC will not prepare a Floodplain Development permit application or hydraulic analysis if needed as this must be performed by an engineer. Floodplain Permit and Engineering analysis for floodplain/no rise certification will be performed by others.
- A Biological Assessment, Noise Analysis, or other reports not specifically outlined in this scope will not be prepared under this scope. The project ESA documentation is assumed to be a No Effect and covered by the CE. If additional reports or permits are required, it will be covered by a supplemental agreement.

Deliverables:

3 drafts and 1 final of the following:

- JARPA Application
- Critical Areas Ordinance and Shoreline Impact Assessment Compliance Documents (HMP/SIA)
- HPA Apps Online
- 1 draft and 1 final agency cover letters

Exhibit B

DBE Participation Plan

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

We intend to use Anderson Environmental Consulting LLC. to meet the 17% DBE requirement.

See attached for additional documentation for the DBE requirement.



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

August 9, 2023

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

**City of Spokane
Fish Lake Trail Phase 2
CRPUL-1220(045)
DBE Goal**

Dear Ms. Feist:

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

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

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

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

Sincerely,

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

MLB:jd:ml

cc: Mark Allen, Eastern Region Local Programs Engineer

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Civil 3D/AutoCAD/PDF as appropriate

B. Roadway Design Files

Civil 3D/AutoCAD/PDF as appropriate

C. Computer Aided Drafting Files

Civil 3D/AutoCAD/PDF as appropriate

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

As requested by Agency

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

All items to be delivered electronic

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

Varies by project, see attached scope

II. Any Other Electronic Files to Be Provided

As needed

III. Methods to Electronically Exchange Data

Email or FTP

A. Agency Software Suite

Industry standard

B. Electronic Messaging System

Industry standard

C. File Transfers Format

Civil 3D/AutoCAD/PDF as appropriate

Exhibit D
Prime Consultant Cost Computations

See attached

CONSULTANT LABOR COSTS

Owner: City of Spokane
Project Title: Fish Lake Trail Connection to Centennial- Phase 2 City Project #2023107

Date Prepared: 4/22/2025
Parametrix Project No:

TASK NO.	PROFESSIONAL CLASSIFICATION	
	Initials	
	Rate	
TASK NO.	TASK DESCRIPTION	
1.0	PERMITTING PUBLIC INVOLVEMENT AND COORDINATION	
1.1	Review and Prepare Basemap	
1.2	Project Kick-Off/Coordination Meeting	
1.3	Survey and Basemap Preparation	
1.3.1	Existing Utilities	
1.3.2	Additional Survey, Plat Maps, Records of Survey and ROW Verification	
1.4	Updated Design Layout	
1.5	Permits and Environmental Documents	
1.5.1	DOE Construction Stormwater General Permit NOI	
1.5.2	SEPA/NEPA Environmental Checklist	
1.6	Coordination Meetings (up to 6)	
1.7	Cultural Coordination	
1.8	Traffic Data Collection	
SUBTOTAL TASK 1		

2.0	60% DESIGN SUBMITTAL	
2.1	Dry Utility Coordination	
2.2	60% Construction Plans	
2.2.1	60% Trail Plan Sheets	
2.2.2	60% Stormwater Plan Sheets and Tech Memo	
2.2.3	60% Sanitary Sewer Plan Sheets	
2.2.4	60% Illumination Plan Sheets	
2.2.5	60% Traffic Control Plan Sheets	
2.2.6	60% Technical Memorandum for Bridge Evaluation	
2.2.7	60% Structural Plan Sheets	
2.3	Construction Cost Estimate	
2.4	Coordination Meetings (up to 6)	
2.5	Submit 60% PS&E Package	
2.6	Public Involvement	
SUBTOTAL TASK 2		

3.0	90% DESIGN SUBMITTAL
3.1	Coordination Meetings (up to 6)
3.2	Quantity Calculations and Cost Estimates
3.3	Specifications
3.4	Prepare 90% Construction Plans
3.5	Submit 90% PS&E Package
SUBTOTAL TASK 3	

4.0	100% DESIGN SUBMITTAL	
4.1	Coordination Meetings (up to 6)	
4.2	Prepare "Remove Notice" Letters	
4.3	Final PS&E Revisions	
4.4	Final (100%) Submittal	
SUBTOTAL TASK 4		

5.0	BIDDING PHASE	
5.1	Issue Bid Packages	
5.2	Support During AD, Bid and Award	
5.3	Issue Construction Documents	
SUBTOTAL TASK 5		

TOTAL

Parametrix, Inc.													
Princ	PM	DPM	PE2	SM	SUR3	SUR3	SE	SE	SD	EE	E4	SE	ADMIN
KH	YH	TJ	AG	JM	DN	MW	NC	AM	AV	MK	DD	CS	DF
\$236.21	\$241.11	\$154.52	\$112.69	\$209.51	\$110.09	\$113.35	\$200.36	\$165.56	\$200.45	\$251.43	\$204.40	\$270.03	\$111.92
4	2	16	24					8			2		4
2		12	20										
2		8	16	24	40	60							
6	8	40	140							12	20	4	
2		8											
2	2	16											
6	3	12	6					6		6	6		
2		6											
		2											
22	15	128	206	24	40	60	0	14	0	18	28	4	4

8	12												
6	8	34	80										
4		30	40										
8		26	48										
										16	48	8	
2		24	40										
		10					8	24					
		10					20	36	90				
2		8	16				4	8		4	8		
6	4	12	6					6		6	6		
4		8	12							4	4		4
8	2	18	24										
40	14	188	278	0	0	0	32	74	90	30	66	8	4

4	4	12	6					6		6	6		
		4	8				4	8		4	8		
8	2	24					8	16		18	8		
10	4	80	140				14	24	30	16	40	8	
6		8	12							4	4		2
28	10	128	166	0	0	0	26	54	30	48	66	8	2

4	4	12	6					6		6	6		
2		8											
6	4	40	80				12	14	16	12	20	4	
2		12	16							4	4		2
14	8	72	102	0	0	0	12	20	16	22	30	4	2

		8	8					4	4	4	4		2
4		8	4					2	2	2	2		
		8	8					4	4	4	4		
4	0	24	20	0	0	0	0	10	10	10	10	0	2

108 47 540 772 24 40 60 70 172 146 128 200 24 14

Totals		
LABOR HOURS	EXPENSES	INDIVIDUAL PHASE COST
44		\$ 5,625
24	\$ 600.00	\$ 4,996
32		\$ 4,108
150		\$ 19,745
230		\$ 33,489
8		\$ 1,236
20		\$ 3,427
45		\$ 8,399
8		\$ 1,400
2		\$ 309
563	\$ 600.00	\$ 82,734.40

20		\$ 2,589
128		\$ 17,615
74		\$ 10,088
82		\$ 11,317
72		\$ 15,994
64		\$ 8,216
44		\$ 7,594
156		\$ 29,553
50		\$ 8,278
46		\$ 8,640
36		\$ 5,804
52		\$ 7,858
824	\$ -	\$ 133,547.09

44		\$ 8,168
36		\$ 6,286
84		\$ 16,493
366		\$ 58,616
36		\$ 6,053
566	\$ -	\$ 95,616.73

44		\$ 8,168
10		\$ 1,709
208		\$ 33,693
40		\$ 6,177
302	\$ -	\$ 49,746.13

34		\$ 5,649
24		\$ 4,275
32		\$ 5,425
90	\$ -	\$ 15,349.40

2345 \$ 600 \$ 376,993.76

Parametrix Design \$ 376,993.76

Subconsultants

Budinger and Associates \$ 37,825.00
Historical Research Associates \$ 18,627.00
Quality Counts \$ 520.00
Anderson Environmental (DBE) \$ 95,965.96
Total \$ 529,931.72
% DBE 18.11%



Exhibit E

Sub-consultant Cost Computations

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

See attached



Geotechnical Engineering
Environmental Engineering
Construction Materials Testing
Subsurface Exploration
Special Inspection

3/6/2025

Costs of Services to be Provided

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>Labor charges</u>				
* Principal Geotechnical Engineer	10	hours	\$277.79	\$2,777.90
* Senior Geotechnical Engineer	38	hours	\$221.63	\$8,421.94
* Exploration Professional	18	hours	\$136.62	\$2,459.16
* Exploration Technician	16	hours	\$121.44	\$1,943.04
* Exploration Technician	20	hours	\$121.44	\$2,428.80
* Geologist III - field	28	hours	\$130.55	\$3,655.40
* Geologist III - office	42	hours	\$130.55	\$5,483.10
* Administrator IV	4	hours	\$121.44	\$485.76
<u>Equipment and Laboratory</u>				
* Mobilization, demobilization				\$2,000.00
* Geoprobe 7822	14	hours	\$225.00	\$3,150.00
* Air rotary tooling	12	hours	\$52.50	\$630.00
* HQ core tooling	2	hours	\$60.00	\$120.00
* DCP equipment	4	hours	\$52.50	\$210.00
* On-highway light duty support (2)	16	hours	\$47.50	\$760.00
* Bentonite chips 3/8"	20	each	\$11.50	\$230.00
* Asphalt patch	2	each	\$15.00	\$30.00
* Right of way permit	1	each	\$150.00	\$150.00
* Sieve analysis	8	each	\$155.00	\$1,240.00
* Moisture content	12	each	\$40.00	\$480.00
* Atterberg Limits	6	each	\$195.00	\$1,170.00
TOTAL THIS ESTIMATE FOR GEOTECHNICAL SERVICES				\$37,825

HISTORICAL RESEARCH ASSOCIATES, INC

Cost Estimate

Fish Lake Trail Project - Phase 2

Labor Category	Rate	Task 1		Task 2		Task 3		Task 4		PROJECT TOTAL	
		Project Management		Background Research		Field Investigations		Reporting		Hours	Total
		Hours	Total	Hours	Total	Hours	Total	Hours	Total		
Transportation Planning Specialist 5 - E Ragsdale	\$186.95	1	\$187					2	\$374	3	\$561
Transportation Planning Specialist 3 - K Derr	\$145.65	8	\$1,165	1	\$146	1	\$146	12	\$1,748	22	\$3,204
Transportation Planning Specialist 3 - C Beckner	\$145.65							2	\$291	2	\$291
Transportation Engineer 2 - F Haney	\$127.55			4	\$510	2	\$255	40	\$5,102	46	\$5,867
Transportation Engineer 2 - G Frazier	\$127.55					2	\$255	6	\$765	8	\$1,020
Transportation Engineer 2 - K Burk-Hise	\$127.55			2	\$255			4	\$510	6	\$765
Transportation Planning Specialist 1 - M McKenna	\$82.09					16	\$1,313			16	\$1,313
Transportation Planning Specialist 1- S Thiel	\$82.09					16	\$1,313	16	\$1,313	32	\$2,627
Transportation Planning Specialist 3 - J Gilpin	\$145.65					2	\$291			2	\$291
Administrative Assistant 5 - J Gebhardt	\$102.66					2	\$205			2	\$205
Administrative Assistant 5 - M Stoll	\$102.66	5	\$513							5	\$513
Administrative Assistant 5 - D Vogel	\$102.66							4	\$411	4	\$411
Administrative Assistant 3 - J Frank	\$86.59							4	\$346	4	\$346
Administrative Assistant 3 - C Chatlain	\$86.59	2	\$173							2	\$173
IT Specialist 3 - D Muir	\$136.91	2	\$274							2	\$274
Transportation Planning Specialist 5 - B Bowden	\$186.95	1	\$187							1	\$187
Labor Subtotal		19	\$2,499	7	\$911	41	\$3,779	90	\$10,861	157	\$18,051
Reimbursable Expense	Rate	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total
Travel											
Rental Car Standard	\$105.00					3	\$315			3	\$315
Rental Car Operating Exp/Mile	\$0.50					50	\$25			50	\$25
Trimble R1/Tablet / Day	\$100.00					2	\$200			2	\$200
Digital Camera Use / Day	\$2.00					2	\$4			2	\$4
Photocopy (in-house)	\$0.12					40	\$5			40	\$5
Administrative Fee	5%						\$27				\$27
Direct Subtotal							\$576				\$576
TASK TOTAL			\$2,499		\$911		\$4,356		\$10,861		\$18,627

Estimates are good for up to 90 days. Rates are subject to change annually (or sooner if inflation requires it).

Direct Costs are estimates.

*Per diem will be paid according to IRS regulations.

Fiscal review:



Clark Chatlain

Submitted by:



Kelly Derr

Project Total

\$18,627

Submitted on

October 15, 2024

ESTIMATE



WCM:WA

BILL TO : Parametrix
835 N Post, Suite 201
Spokane,WA 99201
(509) 328-3371

CLIENT PROJECT # : ESTIMATE DATE : 9/27/2024 ORDER DATE : 9/24/2024

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
167770	Fish Lake Trail Phase 2	PWP	Tom Jordan

QTY	DESCRIPTION	RATE	TOTAL
2	1-3 Lanes-Speed, Volume	\$260.00	\$520.00
	2 Location(s) for time period(s): 1 Days (Speed, Volume)		
	-W Riverside Ave West of Clarke Ave, Spokane, WA		
	-S A St south of High Bridge Pk, Spokane, WA		
		TOTAL	\$520.00

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts, LLC
15615 SW 74th Ave #100
Tigard, OR 97224
(877) 580-2212
qualitycounts.net

CONSULTANT (or subconsultant) NAME**AEC LLC****PROJECT NAME****Fish Lake Trail Phase 2****PROJECT NUMBER****A. SUMMARY ESTIMATED MAN-DAY COSTS**

		Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
1	SR. BIOLOGIST	39.25	=	314	@	\$198.81	=	\$ 62,426.34
2	PLANNER/BIOLOGIST	38.625	=	309	@	\$96.86	=	\$ 29,929.74
4	BIOLOGICAL TECH/GIS	4.25	=	34	@	\$68.82	=	\$ 2,339.88
5			=		@		=	\$ -
6			=		@		=	\$ -
7	etc		=		@		=	
TOTAL RAW LABOR COST				657			=	\$ 94,695.96

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

	Total Raw Labor Cost		Approved Overhead Rate		
\$	94,695.96	X	0.00%	=	\$0.00

C. NET FEE

	Total Raw Labor & Overhead		NET FEE***		
\$94,695.96		X	0%	=	\$0.00

D. FCCM

	Total Raw Labor Cost		Approved FCCM Rate		
\$ 94,695.96		X			\$0.00

TOTAL LABOR \$ 94,695.96**E. OUT-OF-POCKET EXPENSE SUMMARY**

		Estimated Amount		Unit Cost		Estimated Expense
1	* MILEAGE (miles)	100	@	\$ 0.700	=	\$ 70.00
2	DOCUMENT FORMATTING//	1	@	\$ 200.00	=	\$ 200.00
3	Lodging	0	@	\$ 96.00	=	\$ -
4	* M&IE First and last (Days)		@	\$ 41.25	=	\$ -
5	RECORD SEARCH/RESEAI		@	\$ 60.00	=	\$ -
5	IFWIS/Research FE		@	\$ 200.00	=	\$ -
6	Mailings		@	\$ 25.00	=	\$ -
TOTAL ESTIMATED EXPENSE					=	\$ 270.00

F. SUBCONSULTANTS

1	**	=
2	**	=

TOTAL = \$94,965.96

* As per the "FEDERAL PER DIEM RATES"

**AEC-Labor Estimate
Fish Lake Trail Ph 2**

Task #	Task Description	Sr. Biologist	Bioloigst/Planner	Biological Tech/ GIS	Total Hours
Task 1	Project Management and Administration				
1.1	General Administration	18			18
1.2	Project Meetings and kickoff	36	9		45
1.3	Invoicing and Reporting	22			22
	Task 1 - Subtotal Hours	76	9	0	85
Task 2	NEPA Documentation				
2.1	Site Visit		8		8
2.2	CE Form	28	16	2	46
2.3	Review Databases	6	14		20
2.4	Hazardous Material Memo	2	10		12
2.5	EJ/Socio Economic	2	8		10
2.6	Reviews and Revisions	8	14	2	24
	Task 2 - Subtotal Hours	46	70	4	120
Task 3	Section 4(f) Evaluation				
3.1	Prepare Draft 4(f) Evaluation	50	60		110
3.2	De Minimis Document	8	14		22
3.3	Reviews and Revisions	20	20		40
	Task 3 - Subtotal Hours	78	94	0	172
Task 4	Wetland and Stream Assessment Report (WSAR)				
4.1	Background info		4		4
4.2	Fieldwork	10	10		20
4.3	Wetland Rating	4	8	2	14
4.4	Mapping and GPS	2	2	8	12
4.5	Wetland and Stream Assessment Report (WSAR)	14	30	6	50
4.6	Reviews and Revisions	8	12	2	22
	Task 4 - Subtotal Hours	38	66	18	122
Task 5	Permitting				
5.1	WSDOT and Agency Coordination	8			8
5.2	JARPA	6	16		22
5.3	Critical Areas and HMP/Shorline Impact Assessment & P	50	40	8	98
5.4	HPA Apps Online	4	6		10
5.5	Agency Coordination and communication	8	8	4	20
	Task 5 - Subtotal Hours	76	70	12	158
	Total Hours	314	309	34	657

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the _____

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐ Public Works Director

☐ Other

of the _____, and _____

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

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

I acknowledge that this certificate is to be furnished to the _____

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ _____.

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** PARAMETRIX, INC.**Business name:** PARAMETRIX INC**Entity type:** [Profit Corporation](#)**UBI #:** 600-135-349**Business ID:** 001**Location ID:** 0006**Location:** Active**Location address:** 835 N. POST STREET, SUITE 201
BLDG 201
SPOKANE WA 99201**Mailing address:** PARAMETRIX INC
1019 39TH AVE SE SUITE 100
PUYALLUP WA 98374**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
Spokane General Business				Active	Apr-30-2026	Dec-18-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUPLER, CARRIE	Treasurer
DIEMER, BRENT	Vice President

Owners and officers	Title
FLINT, ROGER	Vice President
WILLIS, JOHN	President

Registered Trade Names

Registered trade names	Status	First issued
PARAMETRIX INC	Active	Dec-18-2018
PARAMETRIX, INC	Active	Dec-30-2021
PARAMETRIX, INC.	Active	Sep-16-1986

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The Business Lookup information is updated nightly. Search date and time: 5/13/2025 3:49:46 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Jennifer Aguirre PHONE (A/C, No, Ext): (510) 465-3090 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
License#: 6003745 PARAINC-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER B: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D: National Fire Insurance of Hartford</td><td>20478</td></tr><tr><td>INSURER E: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Continental Insurance Company	35289	INSURER C: XL Specialty Insurance Company	37885	INSURER D: National Fire Insurance of Hartford	20478	INSURER E: Continental Casualty Company	20443	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Valley Forge Insurance Company	20508														
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INSURER C: XL Specialty Insurance Company	37885														
INSURER D: National Fire Insurance of Hartford	20478														
INSURER E: Continental Casualty Company	20443														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 170722657**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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2024	11/1/2025	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 WA Stop Gap \$ 1,000,000
E	<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	Y	Y	6050531352	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ 0			6050531433	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A D	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 N	Y / N N / A	6050531383 6050531402	11/1/2024 11/1/2024	11/1/2025 11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA STOP GAP 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 Claims Made Pollution Liability Included		Y	DPR5035932	11/1/2024	11/1/2025	Per Claim \$2,000,000 Annual Aggregate \$2,000,000 Retroactive Date 01/01/1969

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

Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
Project Name: City of Spokane 2021-2022 On-Call Services --

City of Spokane, its officers and employees are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Spokane
Attn: Dan Buller
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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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 15



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

1002000666050313664450





CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



Workers Compensation And Employers Liability Insurance Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 50531383 Policy

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

3/11/2025

Clerk's File #

OPR 2025-0419

Cross Ref #**Project #**

2025044

Council Meeting Date: 06/16/2025**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 6391

Requisition #

CR 27602

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 LOCAL STREET GRIND AND OVERLAY 2025044

Agenda Wording

Low Bid of Inland Infrastructure, LLC of Spokane, WA, for 2025 Local Street Grind and Overlay - \$1,569,695.00. An administrative reserve of \$156,969.50, which is 10% of the contract, will be set aside. Various Neighborhoods.

Summary (Background)

The project shown in the attached exhibit is the annual local street grind & overlay project funded by the transportation benefit district. This project was formerly known as the residential grind & overlay project. While addressing primarily residential streets, sometimes included streets are non-arterial streets in commercial areas, and thus, the name changed to "local street grind & overlay." The total length of the street to receive grind & overlay is about 1.4 miles.

On June 2, 2025, bids were opened for the above project. The low bid from Inland Infrastructure, LLC, in the amount of \$1,569,695.00, which is \$110,470.00 or 6.5% below the Engineer's Estimate of \$1,680,165.00. Three other bids were received as follows: Shamrock Paving Inc., \$1,629,000.00, Inland Asphalt Company - \$1,772,283.00, and Granite Construction Company - \$2,393,013.50.

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		\$1,730,503.69	
Current Year Cost		\$1,730,503.69	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 1,605,042.05	# 1990-49809-42300-54201-21050	
Expense	\$ 79,433.56	# 4310 43387 94350 56501 99999	
Expense	\$ 46,028.08	# 4100 42420 34148 54809 99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
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			
Signer: Marshall Sampson msampson@inland-co.com		jrhall@spokanecity.org	
publicworksaccounting@spokanecity.org		dbuller@spokanecity.org	
tax&licenses@spokanecity.org		pyoung@spokanecity.org	
eraea@spokanecity.org		jradams@spokanecity.org	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **2025 LOCAL GRIND AND OVERLAY**

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 LOCAL GRIND AND OVERLAY.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 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. 2025044 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 amounts set forth in Schedules A-1 and A-3 for the actual quantities furnished for each bid item at a total cost not to exceed \$1,569,695.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax. Bid items in Schedule A-3 shall not include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 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 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
Schedules A-1 and A-3

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 **ONE MILLION FIVE HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$1,569,695.00)** 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 LOCAL GRIND AND OVERLAY**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

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 **ONE MILLION FIVE HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$1,569,695.00)** 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 LOCAL GRIND AND OVERLAY**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

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 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.

<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	ESTI-MATED QUANTI-TIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 1,700.00	\$ 1,700.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 11,500.00	\$ 11,500.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 2,453.00	\$ 2,453.00
5	POTHOLING	5.00 EA	\$ 800.00	\$ 4,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 15,000.00	\$ 15,000.00
7	MOBILIZATION	1.00 LS	\$ 157,000.00	\$ 157,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 155,000.00	\$ 155,000.00
9	WORK ZONE SAFETY CONTINGENCY	15,000.00 FA	\$ 1.00	\$ 15,000.00
10	SEQUENTIAL ARROW SIGNS	80.00 HR	\$ 7.50	\$ 600.00
11	TYPE III BARRICADE	109.00 EA	\$ 110.00	\$ 11,990.00
12	CLEARING AND GRUBBING	1.00 LS	\$ 16,500.00	\$ 16,500.00
13	TREE ROOT TREATMENT	3.00 EA	\$ 650.00	\$ 1,950.00

14	TREE PROTECTION ZONE	3.00 EA	\$	215.00	\$	645.00
15	TREE PRUNING	97.00 EA	\$	215.00	\$	20,855.00
16	REMOVE TREE, CLASS I	1.00 EA	\$	310.00	\$	310.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	15,275.00	\$	15,275.00
18	REMOVE EXISTING CURB	545.00 LF	\$	8.00	\$	4,360.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	295.00 SY	\$	21.00	\$	6,195.00
20	SAWCUTTING CURB	42.00 EA	\$	30.00	\$	1,260.00
21	SAWCUTTING RIGID PAVEMENT	1,000.00 LFI	\$	1.00	\$	1,000.00
22	SAWCUTTING FLEXIBLE PAVEMENT	10,340.00 LFI	\$	1.00	\$	10,340.00
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	70.00 CY	\$	50.00	\$	3,500.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	70.00 CY	\$	46.00	\$	3,220.00
25	CSTC FOR SIDEWALK, 2 INCH THICK	345.00 SY	\$	12.00	\$	4,140.00
26	CRACK SEALING, 1 INCH TO 3 INCH	21,000.00 LF	\$	1.55	\$	32,550.00
27	CRACK SEALING, 3 INCH TO 6 INCH	2,700.00 LF	\$	7.50	\$	20,250.00
28	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	30,010.00 SY	\$	14.50	\$	435,145.00

29	COMMERCIAL HMA FOR PRELEVELING CL. 3/8.	860.00 TON	\$	126.00	\$	108,360.00
30	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	35.00 TON	\$	126.00	\$	4,410.00
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	1,645.00 SY	\$	40.00	\$	65,800.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,645.00 SY	\$	35.00	\$	57,575.00
33	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	8,648.00 SY	\$	4.50	\$	38,916.00
34	PLANING BITUMINOUS PAVEMENT - TAPER	8,979.00 SY	\$	4.00	\$	35,916.00
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
36	COMPACTION PRICE ADJUSTMENT	25,500.00 EST	\$	1.00	\$	25,500.00
37	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	3.00 EA	\$	1,200.00	\$	3,600.00
38	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	12.00 EA	\$	1,200.00	\$	14,400.00
39	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIREC- TIONAL VANED GRATE	5.00 EA	\$	1,200.00	\$	6,000.00
40	MH OR DW FRAME AND COVER (STAND- ARD)	20.00 EA	\$	1,500.00	\$	30,000.00
41	VALVE BOX AND COVER	22.00 EA	\$	1,100.00	\$	24,200.00
42	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	14.00 EA	\$	355.00	\$	4,970.00
43	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2.00 EA	\$	950.00	\$	1,900.00
44	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	4.00 EA	\$	1,300.00	\$	5,200.00

45	CLEANING EXISTING DRAINAGE STRUCTURE	16.00 EA	\$	250.00	\$	4,000.00
46	TRENCH SAFETY SYSTEM	1.00 LS	\$	5,000.00	\$	5,000.00
47	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	300.00 LF	\$	100.00	\$	30,000.00
48	PLUGGING EXISTING PIPE	1.00 EA	\$	355.00	\$	355.00
49	ESC LEAD	1.00 LS	\$	7,500.00	\$	7,500.00
50	INLET PROTECTION	25.00 EA	\$	100.00	\$	2,500.00
51	STREET CLEANING	10.00 HR	\$	315.00	\$	3,150.00
52	TOPSOIL TYPE A, 2 INCH THICK	203.00 SY	\$	10.00	\$	2,030.00
53	SOD INSTALLATION	203.00 SY	\$	30.00	\$	6,090.00
54	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	6,200.00	\$	6,200.00
55	CEMENT CONCRETE CURB	966.00 LF	\$	40.00	\$	38,640.00
56	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	7,000.00	\$	7,000.00
57	REFERENCE AND REESTABLISH SURVEY MONUMENT	5.00 EA	\$	625.00	\$	3,125.00
58	MONUMENT FRAME AND COVER	2.00 EA	\$	1,300.00	\$	2,600.00
59	CEMENT CONCRETE SIDEWALK	345.00 SY	\$	102.00	\$	35,190.00

60	RAMP DETECTABLE WARNING	166.00 SF	\$	30.00	\$	4,980.00
61	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	5,300.00	\$	5,300.00
62	INTENTIONALLY BLANK	0.00 N/A	\$	0.00	\$	0.00
63	INTENTIONALLY BLANK	0.00 N/A	\$	0.00	\$	0.00
64	INTENTIONALLY BLANK	0.00 N/A	\$	0.00	\$	0.00
65	INTENTIONALLY BLANK	0.00 N/A	\$	0.00	\$	0.00
Schedule A-1 Subtotal					\$	<u>1,542,145.00</u>

SCHEDULE A-3***Tax Classification: Sales tax shall NOT be included in unit prices***

ITEM NO.	ITEM DESCRIPTION	ESTI- MATED QUANTI- TIES	UNIT PRICE	TOTAL
66	POTHOLING	4.00 EA	\$ 800.00	\$ 3,200.00
67	SAWCUTTING RIGID PAVEMENT	500.00 LFI	\$ 1.00	\$ 500.00
68	SAWCUTTING FLEXIBLE PAVEMENT	2,400.00 LFI	\$ 1.00	\$ 2,400.00
69	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	88.00 SY	\$ 65.00	\$ 5,720.00
70	PAVEMENT REPAIR EXCAVATION INCL. HAUL	88.00 SY	\$ 35.00	\$ 3,080.00
71	HYDRANT ASSEMBLY - EXCAVATION	7.00 EA	\$ 1,750.00	\$ 12,250.00
72	TOPSOIL TYPE A, 2 INCH THICK	10.00 SY	\$ 10.00	\$ 100.00
73	SOD INSTALLATION	10.00 SY	\$ 30.00	\$ 300.00
<i>Schedule A-3 Subtotal</i>				\$ 27,550.00
<i>Summary of Bid Items</i>			<i>Bid Total</i>	\$ 1,569,695.00

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

Project Number **2025044**

Project Description 2025 Local Street Grind and Overlay

Original Date

6/2/2025 2:13:00 PM

Project Number: 2025044			Engineer's Estimate		INLAND INFRASTRUCTURE LLC (Submitted)		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT 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	5,000.00	5,000.00	1,700.00	\$1,700.00	7,000.00	\$7,000.00	2,655.00	\$2,655.00
2	APPRENTICE UTILIZATION	1 LS	12,000.00	12,000.00	11,500.00	\$11,500.00	28,000.00	\$28,000.00	37,950.00	\$37,950.00
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	700.00	700.00	2,453.00	\$2,453.00	1,000.00	\$1,000.00	500.00	\$500.00
5	POTHOLING	5 EA	800.00	4,000.00	800.00	\$4,000.00	750.00	\$3,750.00	1,025.00	\$5,125.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00	12,595.00	\$12,595.00
7	MOBILIZATION	1 LS	153,000.00	153,000.00	157,000.00	\$157,000.00	117,261.00	\$117,261.00	208,520.12	\$208,520.12
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	80,000.00	80,000.00	155,000.00	\$155,000.00	190,000.00	\$190,000.00	254,100.00	\$254,100.00
9	WORK ZONE SAFETY CONTINGENCY	15000 FA	1.00	15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00
10	SEQUENTIAL ARROW SIGNS	80 HR	8.00	640.00	7.50	\$600.00	9.50	\$760.00	21.25	\$1,700.00
11	TYPE III BARRICADE	109 EA	120.00	13,080.00	110.00	\$11,990.00	52.00	\$5,668.00	79.60	\$8,676.40
12	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	16,500.00	\$16,500.00	5,000.00	\$5,000.00	3,640.00	\$3,640.00
13	TREE ROOT TREATMENT	3 EA	500.00	1,500.00	650.00	\$1,950.00	600.00	\$1,800.00	610.00	\$1,830.00
14	TREE PROTECTION ZONE	3 EA	400.00	1,200.00	215.00	\$645.00	205.00	\$615.00	202.00	\$606.00
15	TREE PRUNING	97 EA	550.00	53,350.00	215.00	\$20,855.00	200.00	\$19,400.00	202.00	\$19,594.00
16	REMOVE TREE, CLASS I	1 EA	1,000.00	1,000.00	310.00	\$310.00	700.00	\$700.00	295.00	\$295.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	2,500.00	2,500.00	15,275.00	\$15,275.00	10,000.00	\$10,000.00	3,365.00	\$3,365.00
18	REMOVE EXISTING CURB	545 LF	20.00	10,900.00	8.00	\$4,360.00	15.00	\$8,175.00	9.70	\$5,286.50
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	295 SY	50.00	14,750.00	21.00	\$6,195.00	25.00	\$7,375.00	17.30	\$5,103.50
20	SAWCUTTING CURB	42 EA	40.00	1,680.00	30.00	\$1,260.00	26.00	\$1,092.00	58.40	\$2,452.80
21	SAWCUTTING RIGID PAVEMENT	1000 LFI	2.00	2,000.00	1.00	\$1,000.00	0.75	\$750.00	1.00	\$1,000.00
22	SAWCUTTING FLEXIBLE PAVEMENT	10340 LFI	1.00	10,340.00	1.00	\$10,340.00	0.40	\$4,136.00	0.48	\$4,963.20
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	70 CY	45.00	3,150.00	50.00	\$3,500.00	32.00	\$2,240.00	81.00	\$5,670.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	70 CY	50.00	3,500.00	46.00	\$3,220.00	75.00	\$5,250.00	83.20	\$5,824.00
25	CSTC FOR SIDEWALK, 2 INCH THICK	345 SY	13.00	4,485.00	12.00	\$4,140.00	32.00	\$11,040.00	10.60	\$3,657.00
26	CRACK SEALING, 1 INCH TO 3 INCH	21000 LF	2.00	42,000.00	1.55	\$32,550.00	1.40	\$29,400.00	1.43	\$30,030.00
27	CRACK SEALING, 3 INCH TO 6 INCH	2700 LF	4.00	10,800.00	7.50	\$20,250.00	6.25	\$16,875.00	7.40	\$19,980.00
28	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	30010 SY	17.00	510,170.00	14.50	\$435,145.00	14.00	\$420,140.00	13.68	\$410,536.80

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

Project Number: 2025044			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	5,000.00	5,000.00	15,000.00	\$15,000.00
2	APPRENTICE UTILIZATION	1 LS	12,000.00	12,000.00	15,000.00	\$15,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	700.00	700.00	1,000.00	\$1,000.00
5	POTHOLING	5 EA	800.00	4,000.00	500.00	\$2,500.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	50,000.00	\$50,000.00
7	MOBILIZATION	1 LS	153,000.00	153,000.00	200,000.00	\$200,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	80,000.00	80,000.00	200,000.00	\$200,000.00
9	WORK ZONE SAFETY CONTINGENCY	15000 FA	1.00	15,000.00	1.00	\$15,000.00
10	SEQUENTIAL ARROW SIGNS	80 HR	8.00	640.00	10.00	\$800.00
11	TYPE III BARRICADE	109 EA	120.00	13,080.00	25.00	\$2,725.00
12	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	2,500.00	\$2,500.00
13	TREE ROOT TREATMENT	3 EA	500.00	1,500.00	575.00	\$1,725.00
14	TREE PROTECTION ZONE	3 EA	400.00	1,200.00	190.00	\$570.00
15	TREE PRUNING	97 EA	550.00	53,350.00	190.00	\$18,430.00
16	REMOVE TREE, CLASS I	1 EA	1,000.00	1,000.00	275.00	\$275.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	2,500.00	2,500.00	75,000.00	\$75,000.00
18	REMOVE EXISTING CURB	545 LF	20.00	10,900.00	75.00	\$40,875.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	295 SY	50.00	14,750.00	200.00	\$59,000.00
20	SAWCUTTING CURB	42 EA	40.00	1,680.00	100.00	\$4,200.00
21	SAWCUTTING RIGID PAVEMENT	1000 LFI	2.00	2,000.00	1.00	\$1,000.00
22	SAWCUTTING FLEXIBLE PAVEMENT	10340 LFI	1.00	10,340.00	1.00	\$10,340.00
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	70 CY	45.00	3,150.00	75.00	\$5,250.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	70 CY	50.00	3,500.00	75.00	\$5,250.00
25	CSTC FOR SIDEWALK, 2 INCH THICK	345 SY	13.00	4,485.00	300.00	\$103,500.00
26	CRACK SEALING, 1 INCH TO 3 INCH	21000 LF	2.00	42,000.00	1.50	\$31,500.00
27	CRACK SEALING, 3 INCH TO 6 INCH	2700 LF	4.00	10,800.00	7.00	\$18,900.00
28	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	30010 SY	17.00	510,170.00	13.65	\$409,636.50

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

Project Number: 2025044			Engineer's Estimate		INLAND INFRASTRUCTURE LLC (Submitted)		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
29	COMMERCIAL HMA FOR PRELEVELING CL. 3/8.	860 TON	130.00	111,800.00	126.00	\$108,360.00	135.00	\$116,100.00	124.50	\$107,070.00
30	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	35 TON	300.00	10,500.00	126.00	\$4,410.00	350.00	\$12,250.00	257.00	\$8,995.00
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	1645 SY	65.00	106,925.00	40.00	\$65,800.00	45.00	\$74,025.00	38.20	\$62,839.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1645 SY	45.00	74,025.00	35.00	\$57,575.00	45.00	\$74,025.00	33.00	\$54,285.00
33	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	8648 SY	5.00	43,240.00	4.50	\$38,916.00	4.50	\$38,916.00	7.15	\$61,833.20
34	PLANING BITUMINOUS PAVEMENT - TAPER	8979 SY	6.00	53,874.00	4.00	\$35,916.00	7.00	\$62,853.00	5.07	\$45,523.53
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
36	COMPACTION PRICE ADJUSTMENT	25500 EST	1.00	25,500.00	1.00	\$25,500.00	1.00	\$25,500.00	1.00	\$25,500.00
37	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	3 EA	1,400.00	4,200.00	1,200.00	\$3,600.00	1,850.00	\$5,550.00	1,455.00	\$4,365.00
38	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	12 EA	1,400.00	16,800.00	1,200.00	\$14,400.00	1,850.00	\$22,200.00	1,455.00	\$17,460.00
39	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	5 EA	1,550.00	7,750.00	1,200.00	\$6,000.00	2,200.00	\$11,000.00	1,455.00	\$7,275.00
40	MH OR DW FRAME AND COVER (STANDARD)	20 EA	1,300.00	26,000.00	1,500.00	\$30,000.00	1,900.00	\$38,000.00	1,455.00	\$29,100.00
41	VALVE BOX AND COVER	22 EA	975.00	21,450.00	1,100.00	\$24,200.00	1,200.00	\$26,400.00	1,455.00	\$32,010.00
42	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	14 EA	800.00	11,200.00	355.00	\$4,970.00	350.00	\$4,900.00	1,130.00	\$15,820.00
43	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2 EA	600.00	1,200.00	950.00	\$1,900.00	975.00	\$1,950.00	1,120.00	\$2,240.00
44	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	4 EA	450.00	1,800.00	1,300.00	\$5,200.00	1,350.00	\$5,400.00	1,120.00	\$4,480.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	16 EA	300.00	4,800.00	250.00	\$4,000.00	525.00	\$8,400.00	619.50	\$9,912.00
46	TRENCH SAFETY SYSTEM	1 LS	3,500.00	3,500.00	5,000.00	\$5,000.00	3,200.00	\$3,200.00	4,500.00	\$4,500.00
47	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	300 LF	100.00	30,000.00	100.00	\$30,000.00	92.00	\$27,600.00	97.83	\$29,349.00
48	PLUGGING EXISTING PIPE	1 EA	800.00	800.00	355.00	\$355.00	700.00	\$700.00	1,155.00	\$1,155.00
49	ESC LEAD	1 LS	1,300.00	1,300.00	7,500.00	\$7,500.00	800.00	\$800.00	545.00	\$545.00
50	INLET PROTECTION	25 EA	110.00	2,750.00	100.00	\$2,500.00	135.00	\$3,375.00	100.50	\$2,512.50
51	STREET CLEANING	10 HR	200.00	2,000.00	315.00	\$3,150.00	260.00	\$2,600.00	255.00	\$2,550.00
52	TOPSOIL TYPE A, 2 INCH THICK	203 SY	20.00	4,060.00	10.00	\$2,030.00	20.00	\$4,060.00	7.45	\$1,512.35
53	SOD INSTALLATION	203 SY	30.00	6,090.00	30.00	\$6,090.00	15.00	\$3,045.00	26.50	\$5,379.50
54	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	8,000.00	8,000.00	6,200.00	\$6,200.00	11,000.00	\$11,000.00	58,404.00	\$58,404.00

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

Project Number: 2025044			Engineer's Estimate		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
29	COMMERCIAL HMA FOR PRELEVELING CL. 3/8.	860 TON	130.00	111,800.00	128.00	\$110,080.00
30	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	35 TON	300.00	10,500.00	128.00	\$4,480.00
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	1645 SY	65.00	106,925.00	77.00	\$126,665.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1645 SY	45.00	74,025.00	35.00	\$57,575.00
33	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	8648 SY	5.00	43,240.00	10.00	\$86,480.00
34	PLANING BITUMINOUS PAVEMENT - TAPER	8979 SY	6.00	53,874.00	8.00	\$71,832.00
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)
36	COMPACTION PRICE ADJUSTMENT	25500 EST	1.00	25,500.00	1.00	\$25,500.00
37	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	3 EA	1,400.00	4,200.00	3,500.00	\$10,500.00
38	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	12 EA	1,400.00	16,800.00	3,500.00	\$42,000.00
39	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	5 EA	1,550.00	7,750.00	4,000.00	\$20,000.00
40	MH OR DW FRAME AND COVER (STANDARD)	20 EA	1,300.00	26,000.00	4,000.00	\$80,000.00
41	VALVE BOX AND COVER	22 EA	975.00	21,450.00	2,000.00	\$44,000.00
42	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	14 EA	800.00	11,200.00	4,000.00	\$56,000.00
43	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2 EA	600.00	1,200.00	2,400.00	\$4,800.00
44	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	4 EA	450.00	1,800.00	4,000.00	\$16,000.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	16 EA	300.00	4,800.00	500.00	\$8,000.00
46	TRENCH SAFETY SYSTEM	1 LS	3,500.00	3,500.00	5,000.00	\$5,000.00
47	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	300 LF	100.00	30,000.00	330.00	\$99,000.00
48	PLUGGING EXISTING PIPE	1 EA	800.00	800.00	2,000.00	\$2,000.00
49	ESC LEAD	1 LS	1,300.00	1,300.00	2,500.00	\$2,500.00
50	INLET PROTECTION	25 EA	110.00	2,750.00	300.00	\$7,500.00
51	STREET CLEANING	10 HR	200.00	2,000.00	260.00	\$2,600.00
52	TOPSOIL TYPE A, 2 INCH THICK	203 SY	20.00	4,060.00	45.00	\$9,135.00
53	SOD INSTALLATION	203 SY	30.00	6,090.00	50.00	\$10,150.00
54	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	8,000.00	8,000.00	15,000.00	\$15,000.00

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

Project Number: 2025044			Engineer's Estimate		INLAND INFRASTRUCTURE LLC (Submitted)		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
55	CEMENT CONCRETE CURB	966 LF	50.00	48,300.00	40.00	\$38,640.00	32.00	\$30,912.00	31.85	\$30,767.10
56	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	7,000.00	\$7,000.00	1,050.00	\$1,050.00	6,370.00	\$6,370.00
57	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	1,000.00	5,000.00	625.00	\$3,125.00	625.00	\$3,125.00	584.00	\$2,920.00
58	MONUMENT FRAME AND COVER	2 EA	600.00	1,200.00	1,300.00	\$2,600.00	1,250.00	\$2,500.00	1,455.00	\$2,910.00
59	CEMENT CONCRETE SIDEWALK	345 SY	80.00	27,600.00	102.00	\$35,190.00	80.00	\$27,600.00	82.80	\$28,566.00
60	RAMP DETECTABLE WARNING	166 SF	36.00	5,976.00	30.00	\$4,980.00	36.00	\$5,976.00	37.15	\$6,166.90
61	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	6,000.00	6,000.00	5,300.00	\$5,300.00	4,900.00	\$4,900.00	4,975.00	\$4,975.00
62	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
63	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
64	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
65	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

Tax Classification

Schedule 03		Sales tax shall NOT be included in unit prices								
66	POTHOLING	4 EA	800.00	3,200.00	800.00	\$3,200.00	750.00	\$3,000.00	1,070.00	\$4,280.00
67	SAWCUTTING RIGID PAVEMENT	500 LFI	2.00	1,000.00	1.00	\$500.00	0.75	\$375.00	1.00	\$500.00
68	SAWCUTTING FLEXIBLE PAVEMENT	2400 LFI	1.00	2,400.00	1.00	\$2,400.00	0.40	\$960.00	0.48	\$1,152.00
69	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	88 SY	65.00	5,720.00	65.00	\$5,720.00	49.00	\$4,312.00	56.50	\$4,972.00
70	PAVEMENT REPAIR EXCAVATION INCL. HAUL	88 SY	45.00	3,960.00	35.00	\$3,080.00	53.00	\$4,664.00	35.95	\$3,163.60
71	HYDRANT ASSEMBLY - EXCAVATION	7 EA	2,000.00	14,000.00	1,750.00	\$12,250.00	4,000.00	\$28,000.00	1,410.00	\$9,870.00
72	TOPSOIL TYPE A, 2 INCH THICK	10 SY	20.00	200.00	10.00	\$100.00	20.00	\$200.00	10.00	\$100.00
73	SOD INSTALLATION	10 SY	30.00	300.00	30.00	\$300.00	15.00	\$150.00	30.00	\$300.00
Bid Total			\$1,680,165.00		\$1,569,695.00		\$1,629,000.00		\$1,772,283.00	

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

<i>Project Number:</i> 2025044			<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>
55	CEMENT CONCRETE CURB	966 LF	50.00	48,300.00	40.00	\$38,640.00
56	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	6,000.00	\$6,000.00
57	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	1,000.00	5,000.00	2,500.00	\$12,500.00
58	MONUMENT FRAME AND COVER	2 EA	600.00	1,200.00	2,500.00	\$5,000.00
59	CEMENT CONCRETE SIDEWALK	345 SY	80.00	27,600.00	120.00	\$41,400.00
60	RAMP DETECTABLE WARNING	166 SF	36.00	5,976.00	45.00	\$7,470.00
61	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	6,000.00	6,000.00	5,000.00	\$5,000.00
62	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00
63	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00
64	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00
65	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00

Tax Classification

<i>Schedule 03</i>		Sales tax shall NOT be included in unit prices				
66	POTHOLING	4 EA	800.00	3,200.00	500.00	\$2,000.00
67	SAWCUTTING RIGID PAVEMENT	500 LFI	2.00	1,000.00	1.00	\$500.00
68	SAWCUTTING FLEXIBLE PAVEMENT	2400 LFI	1.00	2,400.00	1.00	\$2,400.00
69	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	88 SY	65.00	5,720.00	85.00	\$7,480.00
70	PAVEMENT REPAIR EXCAVATION INCL. HAUL	88 SY	45.00	3,960.00	50.00	\$4,400.00
71	HYDRANT ASSEMBLY - EXCAVATION	7 EA	2,000.00	14,000.00	7,500.00	\$52,500.00
72	TOPSOIL TYPE A, 2 INCH THICK	10 SY	20.00	200.00	45.00	\$450.00
73	SOD INSTALLATION	10 SY	30.00	300.00	50.00	\$500.00
Bid Total			\$1,680,165.00		\$2,393,013.50	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,649,385.00	0.00	30,780.00	0.00	1,680,165.00
INLAND INFRASTRUCTURE LLC (Submitted)	1,542,145.00	0.00	27,550.00	0.00	1,569,695.00
SHAMROCK PAVING INC (Submitted)	1,587,339.00	0.00	41,661.00	0.00	1,629,000.00
INLAND ASPHALT COMPANY (Submitted)	1,747,945.40	0.00	24,337.60	0.00	1,772,283.00
GRANITE CONSTRUCTION COMPANY (Submitted)	2,322,783.50	0.00	70,230.00	0.00	2,393,013.50

Low Bid Contractor: INLAND INFRASTRUCTURE LLC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,542,145.00	1,649,385.00	6.50 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	30,057.05	33,580.98	10.49 % Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<u>1,572,202.05</u>	<u>1,682,965.98</u>	<u>6.58 % Under Estimate</u>

License Information:

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-31-2026	Jul-20-2022
Deer Park General Business - Non-Resident				Active	May-31-2026	Mar-22-2022
Liberty Lake General Business - Non-Resident				Active	May-31-2026	Feb-24-2023
Spokane General Business				Active	May-31-2026	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-31-2026	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: 6/2/2025 2:34:41 PM

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Check if your browser is supported



INLAINF-01

BGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2025

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	X	X	CUP3745607	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	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 \$

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


Project 2025044 - 2025 Local Grind and Overlay

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 & Volcanic Eruption Sub-Limit & Deductible:

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 Sub-Limit & Deductible:

- Moderate Hazard Zones-\$5,000,000 Per Occ/Agg-Deductible \$100,000
- Low Hazard Zones -\$5,000,000 Per Occ/Agg -Deductile \$50,000

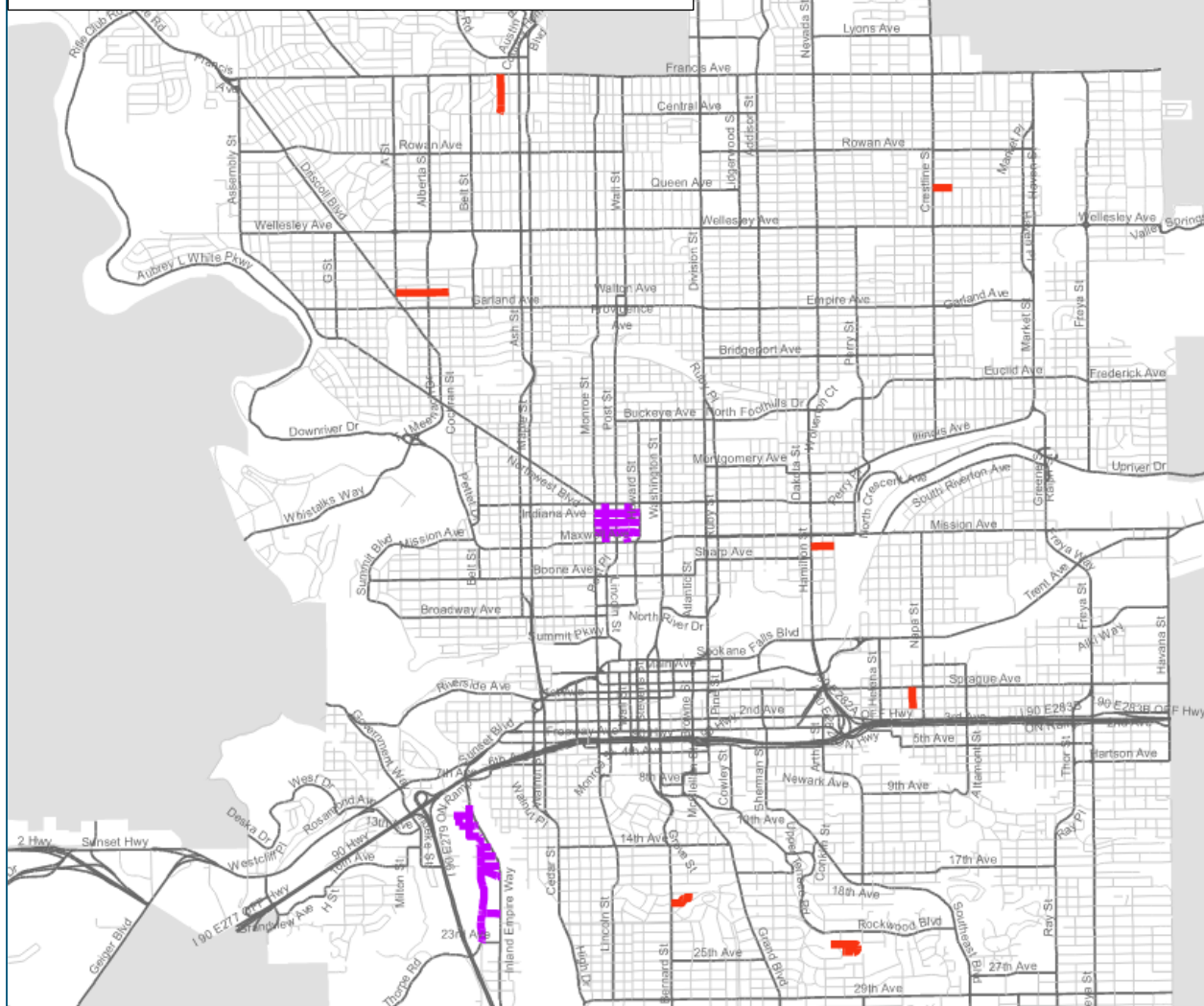
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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.

2025 Local Access Grind & Overlay 2025 Local Access Chip Seal



Grind & Overlay (red)

Sinto – Hamilton to Superior
 Queen – Crestline to Stone
 Magnolia – Pacific to Sprague
 20th/McClellan – Bernard to 19th
 Christmas Tree/Rockwood Pine
 Upton – A to Nettleton
 Elm – Central to Francis

Chip Seal (pink)

Wilding from Standard to Lincoln Et Al
 Chestnut St Et Al
 Augusta from Monroe to Howard Et Al



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Date Rec'd

3/11/2025

Clerk's File #

OPR 2025-0436

Cross Ref #

Project #

2024063

Council Meeting Date: 06/16/2025

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 625-6391

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 - SPRAGUE/ALKI/BROADWAY GRIND AND OVERLAY

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Sprague/Alki/Broadway Grind and Overlay - \$____. An administrative reserve of \$____, which is 10% of the contract, will be set aside. (East Central Neighborhood Council)

Summary (Background)

This project grinds and overlays Sprague-Freya to Havana and Alki/Broadway and includes full-depth reconstruction at several locations. This project is federally funded. Estimated cost of project is \$3,000,000. 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 \$____. ____ 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?

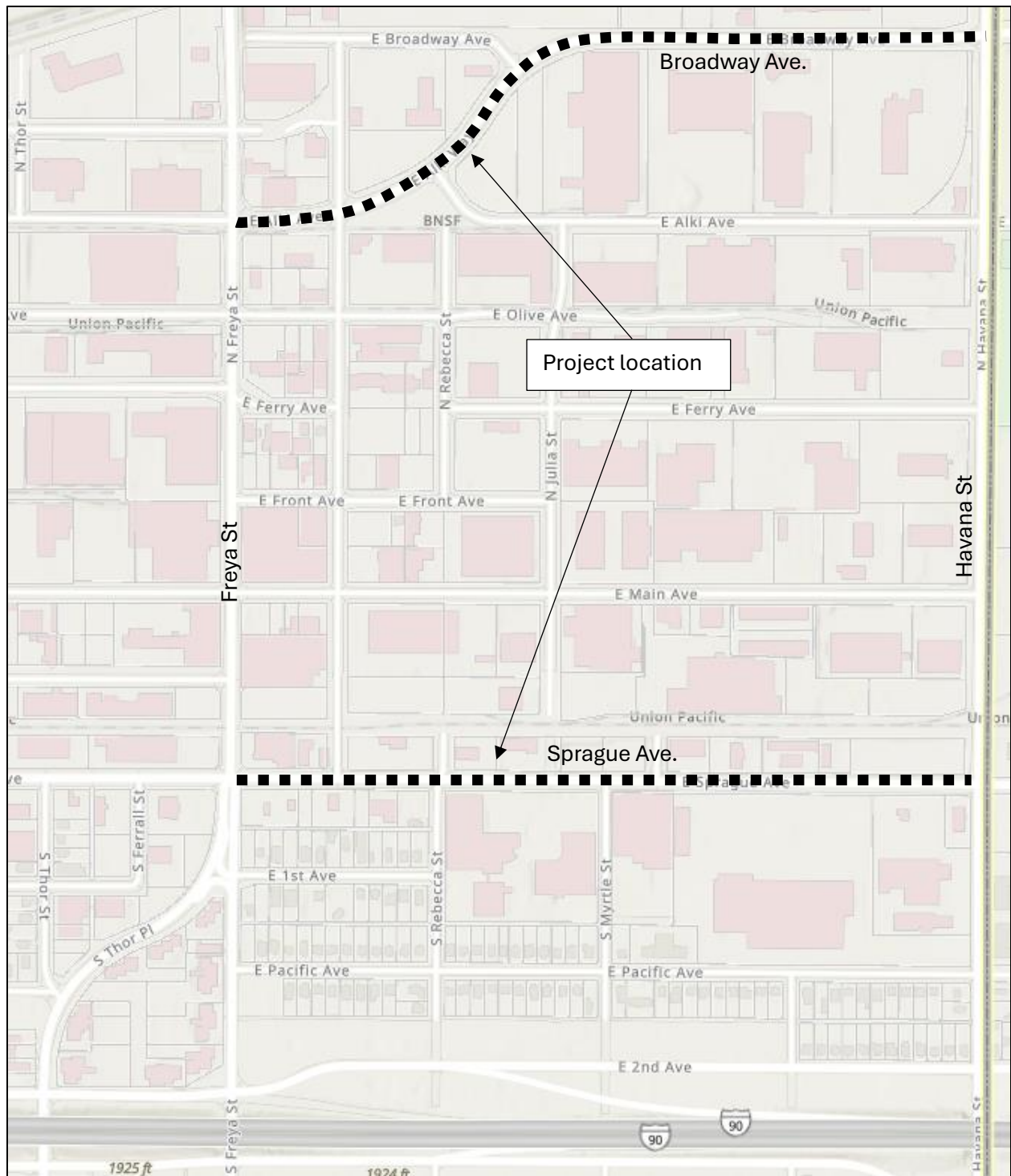
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 0	# 3200-95164-95300-56501-86157	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Grant	
Is this funding source sustainable for future years, months, etc?			
N/A			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
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			
		tax&licenses@spokanecity.org	
	publicworksaccounting@spokanecity.org	eraea@spokanecity.org	
	dbuller@spokanecity.org	pyoung@spokanecity.org	
	jrhall@spokanecity.org	mvalien@spokanecity.org	





Agenda Sheet for City Council:

Committee: PIES **Date:** 05/19/2025

Committee Agenda type: Consent

Date Rec'd

4/16/2025

Clerk's File #

OPR 2025-0335

Cross Ref #

Project #

Council Meeting Date: 06/16/2025

Submitting Dept

STREETS

Bid #

ITB 6357-25

Contact Name/Phone

CLINT HARRIS 625-7744

Requisition #

MASTER

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

1100 - STREETS GUARDRAIL REPAIR SERVICES

Agenda Wording

The Street Department would like to establish an on-call service contract for needed guardrail repair services at a cost not to exceed \$125,000 annually (plus tax).

Summary (Background)

This contract, awarded via bid (ITB 6357-25) to Frank Gurney, Inc. as the only bidder, will be for a 3-year base-period, 7/1/25-6/30/28, with a one 1-year renewal option. This contract provides a more timely and efficient means of procuring guardrail repairs.

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? YES			
Total Cost		\$ 375,000	
Current Year Cost		\$ 125,000	
Subsequent Year(s) Cost		\$ 250,000	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 125,000	#	1100-21700-42300-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>PURCHASING</u>	PRINCE, THEA
<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			
admin@frankgurneyinc.com>		ceharris@spokanecity.org	
jwthomas@spokanecity.org		kaiumu@spokanecity.org	
streetaccounting@spokanecity.org		rrinderle@spokanecity.org	



City of Spokane

PUBLIC WORKS AGREEMENT

Title: GUARD RAIL REPAIR SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FRANK GURNEY, INC.**, whose address is 5521 East Railroad 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 Guard Rail Repair Services for the City of Spokane Streets Department; and

WHEREAS, the Contractor was selected through PW ITB 6357-25 issued by the City of Spokane.

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 July 1, 2025, and ends on June 30, 2028, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract periods, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor shall provide Guard Rail Repair Services for the City of Spokane Streets Department.

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 annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. 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 Contractor shall submit its applications for payment City of Spokane Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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. PREVAILING WAGES.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at

that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. 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 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.

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, 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 coverage combined with Contractor'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 Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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 for two (2) years following final acceptance. 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.

FRANK GURNEY, 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 – Debarment Certification

Exhibit B - Certification of Compliance with Wage Payment Statutes

Exhibit C – Contractor's Response to ITB

25-082

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)



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 ITB 6357-25
Bid Title Guard Rail Repair Services – Unit Price Contract – Prevailing Wages
Due Date Monday, March 31, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Frank Gurney, Inc.
Submitted By fgurney@comcast.net fgurney@comcast.net - Monday, March 31, 2025 8:57:49 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments fgurney@comcast.net

Question Responses

Group	Reference Number	Question	Response
Contact Information			
	#1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address	Frank Gurney, Inc. Thomas C. Stewart PO Box 11557, Spokane Valley, WA 99211 509-535-3069 admin@frankgurneyinc.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 C. Stewart 509-535-3069 admin@frankgurneyinc.com
Terms & Conditions			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions, Attachment 1, located in the 'Documents' tab. If answer is "I do not agree or acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions" and upload in response to questions #1.2, Terms and Conditions. The City will consider and determine if exception will be accepted.	I Agree and Acknowledge
	#1.2	EXCEPTION: If you took exception to above, upload here.	

#2	<p>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.</p>	I Certify
Technical Group		
#1	<p>How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".</p>	0
#2	<p>BIDDER'S REPRESENTATION: The Bidder by making its Bid represents that it has read and understands the ITB 6357-25 bid document and attachments, located in the 'Documents' tab.</p>	I Agree and Acknowledge
#3	<p>Non-Emergency Calls. Non-emergency repairs, Vendor shall be onsite within 24 hours of notification.</p>	I Agree and Acknowledge
#4	<p>PREVAILING WAGE REQUIREMENTS. The scope of services for this project is subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and sales tax implications in making their bids.</p>	I Agree and Acknowledge
#5	<p>VENDOR REGISTRATION. The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law. Must have a current Washington Unified Business Identifier (UBI) number.</p>	I Agree and Acknowledge
#6	<p>EXECUTION OF CONTRACT. Within ten (10) days of contract award, the Vendor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Vendor.</p>	I Agree and Acknowledge

#7	<p>PERIOD OF PERFORMANCE. The three-year base-period of performance of any contract resulting from this ITB is tentatively scheduled to begin on or about July 1, 2025 and to end on June 30, 2028. Contract renewal or extension shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for one (1) one-year period with the total contract period not to exceed four years. Vendor's prices shall be firm throughout the first year of the contract period, July 1, 2025 through June 30, 2026. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.</p>	I Agree and Acknowledge
#8	<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 Agree and Acknowledge
#9	<p>INVOICING MARKUP PERCENTAGE. Bidder acknowledge that it has read and understands invoicing markup percentage, and that a copy of all invoices must be submitted with billings for any items exceeding \$250.00. The Vendor may be requested to provide invoices for any items at the discretion of the City of Spokane.</p>	I Agree and Acknowledge
#10	<p>INVOICING OF PERMITS Vendor must submit copies of obtained permits when invoicing the recovery cost of any permits required by regulatory agencies to perform requested services. The City of Spokane will not reimburse payment of permits without copies of permits.</p>	I Agree and Acknowledge
#11	<p>EXCEPTIONS: If you took exceptions to any of the above explain here what you are taking exception to.</p>	

#12	Please complete and upload Bid Pricing Pages Proposal Pages 12-15 of the ITB 6357-25 bid document located in the 'Documents' tab.	Scan20250331085238.pdf
#13	Subcontractors. Bidder shall not award any portion of the Work to any subcontractor without the City's prior approval. The Bidder shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I Agree and Acknowledge
#13.1	Please complete and upload Subcontractor List Pages 16 of the ITB 6357-25 bid document located in the 'Documents' tab.	Pages from Scan20250331085238.pdf
Certification Of Compliance With Wage Payment Status		
#1	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.	Yes
ADDITIONAL INFORMATION		
#1	If you have additional information/documents to submit, upload them here.	Scan20250331085258.pdf
#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.
#5	If you have additional information/documents to submit, upload them here.
#6	If you have additional information/documents to submit, upload them here.
#7	If you have additional information/documents to submit, upload them here.
#8	If you have additional information/documents to submit, upload them here.
#9	If you have additional information/documents to submit, upload them here.
#10	If you have additional information/documents to submit, upload them here.

These Next Nine Pages (Pages #12 – 15) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #1.

BID PRICING PAGES

RFQ 6357-25,
Guard Rail Repair Services – Unit Price Contract – Prevailing Wages

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has read and understands the specifications for the requested services, 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 unit pricing, taking into account any all cost required to perform service of this ITB. No other cost will be allowed later if not listed.

July 1, 2025 Through June 30, 2026

Prices shall be firm throughout the first year of the contract period.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

Regular Work Hours (Monday through Friday)			
Description	Annual Estimated Hours	Regular Hourly Rate	Extended Amt
Foreman	750	\$ 95.00	\$ 71,250.00
Operator	750	\$ 88.00	\$ 66,000.00
Labor	750	\$ 88.00	\$ 66,000.00
Hourly Rates for Traffic Control - Regular Work Hours (Monday through Friday)			
Description	Annual Estimated Hours	Regular Hourly Rate	Extended Amt
Traffic Control Supervisor	500	\$ 85.00	\$ 42,500.00
Traffic Control Vehicle	750	\$ 28.00	\$ 21,000.00
Variable Message Sing	500	\$ 10.00	\$ 5,000.00
Rent Traffic Control Signage	Sqft	Rate	Extended Amt
	1,000	\$ 12.00	\$ 12,000.00
Hourly Rates for Equipment - Regular Work Hours (Monday through Friday)			
Description	Annual Estimated Hours	Hourly Rate	Extended Amt
1-Ton Service Truck	500	\$ 30.00	\$ 15,000.00
1.5 Ton Flatbed	500	\$ 40.00	\$ 20,000.00
Auger Punch Truck	500	\$ 150.00	\$ 75,000.00

<p>Material Cost Materials and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items exceeding \$250.00. The Contractor may be requested to provide invoices for any items at the discretion of the City of Spokane.</p>	<p>Cost plus <u>20</u> %</p>
<p>For Evaluation Purposes: Material Cost Example ((1.00 + 15% markup) x (\$55,000 material) = \$63,250)</p>	
<p>Note 55,000 is only an estimate being used for evaluation purposes</p>	
<p>Material Cost (Percent Markup 1.00 + 0.00%) x \$55,000.00 =</p>	<p>\$ <u>66,000.00</u></p>
<p>List Any Other Cost To Be That Could Be Incurred Not Listed Above That Could Be Incurred To Perform Services</p>	
Description of Cost	Cost
<u>Flagger</u>	<u>\$80.00 / HR</u>

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 0 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 due to negligence on the part of the Vendor, within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO (\$0.00) per working day until the service is performed and accepted.

BIDDER RESPONSIBILITY.

Washington State U.B.I. Number

328-044-824

City of Spokane Business License Number

T12001307BUS

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

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.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS

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 C. Stewart

Signature of Bidder's Authorized Representative

President

Title

PO Box 11557, Spokane Valley, WA 99211

Address

509-535-3069

Phone



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

FRANK GURNEY, INC.
5521 E RAILROAD AVE
SPOKANE VALLEY WA 99212-0932

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Dec 20, 2024
Unified Business ID #: 328044824
Business ID #: 001
Location: 0001
Expires: Dec 31, 2025

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS #00566 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12001307BUS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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: 328044824 001 0001

STATE OF WASHINGTON

Expires: Dec 31, 2025

FRANK GURNEY, INC.
5521 E RAILROAD AVE
SPOKANE VALLEY WA 99212-0932

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE VALLEY GENERAL
BUSINESS #00566 - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT #T12001307BUS -
ACTIVE



This Page (Page #18) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #3.

SUBCONTRACTOR LIST

ITB 6357-25,
Guard Rail Repair Services – Unit Price Contract – Prevailing Wages

 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

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. _____

CONTRACTOR _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S U.B.I. Number. _____



CITY OF SPOKANE Nelson Purchasing Center
915 N Nelson Street
SPOKANE, WA 99202
PHONE 509 625 6527

ITB 6357-25 Guard Rail Repair Services – Unit Price Contract – Prevailing Wages

Annual Quantities shown on “Pricing Tab” 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. Unit Pricing **SHOULD NOT** include tax

PERIOD OF PERFORMANCE. The three-year base-period of performance of any contract resulting from this ITB is tentatively scheduled to begin on or about July 1, 2025 and to end on June 30, 2028. Contract renewal or extension shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for one (1) one-year period with the total contract period not to exceed four years. Vendor’s prices shall be firm throughout the first year of the contract period, July 1, 2025 through June 30, 2026. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually

VENDOR		Frank Gurney, Inc	
Regular Work Hours (Monday through Friday)			
Description	Annual Estimated Hours	Regular Hourly Rate	Extended Amt
Foreman	750	\$95.00	\$71,250.00
Operator	750	\$88.00	\$66,000.00
Labor	750	\$88.00	\$66,000.00

Hourly Rates for Traffic Control - Regular Work Hours (Monday through Friday)			
Description	Annual Estimated Hours	Regular Hourly Rate	Extended Amt
Traffic Control Supervisor	500	\$85.00	\$42,500.00
Traffic Control Vehicle	750	\$28.00	\$21,000.00
Variable Message Sing	500	\$10.00	\$5,000.00
Rent Traffic Control Signage	Sqft	Rate	Extended Amt
	1,000	\$12.00	\$12,000.00

Hourly Rates for Equipment - Regular Work Hours (Monday through Friday)			
Description	Annual Estimated Hours	Hourly Rate	Extended Amt
1-Ton Service Truck	500	\$30.00	\$15,000.00
1.5 Ton Flatbed	500	\$40.00	\$20,000.00
Auger Punch Truck	500	\$150.00	\$75,000.00

Material CostMaterials and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items	Cost plus 20%
--	---------------

Note 55,000 is only an estimate being used for evaluation purposes	
--	--

Material Cost(Percent Markup 1.00 + 0.00%) x \$55,000.00 =	\$66,000.00
---	-------------

List Any Other Cost To Be That Could Be Incurred Not Listed Above That Could Be Incurred To Perform Services	Description	Cost
	Flagger	\$80 per Hour

< Business Lookup

License Information:

[New search](#) [Back to results](#)**Entity name:** FRANK GURNEY, INC.**Business name:** FRANK GURNEY, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 328-044-824**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 5521 E RAILROAD AVE
SPOKANE VALLEY WA 99212-0932**Mailing address:** PARKWATER STATION
PO BOX 11557
SPOKANE VALLEY WA 99211-1557**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
Spokane General Business - Non-Resident	T12001307BUS			Active	Dec-31-2025	Oct-15-2012
Spokane Valley General Business	00566			Active	Dec-31-2025	Feb-02-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
STEWART, CARL	
STEWART, GLENN	
STEWART, THOMAS	

The Business Lookup information is updated nightly. Search date and time: 4/7/2025 3:08:19 PM



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 IMA, Inc. - Colorado 1705 17th Street Suite 100 Denver CO 80202	CONTACT NAME: PHONE (A/C, No. Ext): 303-534-4567 FAX (A/C, No): 303-534-0600 E-MAIL ADDRESS:
INSURED Frank Gurney, Inc. PO Box 11557 5521 E Railroad Ave Spokane WA 99212	INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: PC-1210733 FRANGUR-02	NAIC # 21113

COVERAGES**CERTIFICATE NUMBER:** 1882716486**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"/> Deductible: NIL 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:	Y	Y	5069141073	4/1/2025	4/1/2026	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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5069141073	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	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)

1100 - On-Call Guardrail Repair services.

City of Spokane and all other parties required by the contract are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. Per project aggregate applies on general liability per the attached endorsement/form.

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

15. Additional Insured – Lessors Of Leased Equipment

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you or such person or organization have agreed that such person or organization be added as an additional insured to this policy by written contract or written agreement but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
- c. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires or is terminated.

16. Additional Insured – Engineers, Architects, Or Surveyors

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer or surveyor engaged by you and with whom you have agreed by written contract to add as an additional insured to this policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
 - (2) In the performance of your ongoing operations.

However, the insurance afforded to such additional insured only applies to the extent permitted by law and will not be broader than that which you are required by the written contract to provide for such additional insured.

- b. The limits of insurance applicable to the additional insured are those specified in the written contract in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
- c. 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 by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or the failure to render any professional services by or for you.

17. Additional Insured – Managers Or Lessors Of Premises

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any manager or lessor of premises leased to you and with whom you have agreed by written contract to add such manager or premises as an additional insured to this policy, but only with respect to liability for “bodily injury”, “property damage,” or “personal and advertising injury” caused in whole or in part by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction, or demolition operations performed by, or on behalf of, the manager or lessor of the premises.
- b. However, the insurance afforded to such additional insured:
- (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract to provide for such additional insured.
- c. The limits of insurance applicable to the additional insured are those specified in the written contract or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

18. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision which has issued a permit or authorization to you.
- (1) This 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.
However:
 - (a) The insurance afforded to such additional insured applies to the extent permitted by law; and
 - (b) 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.
 - (2) This insurance does not apply to:
 - (a) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
 - (b) “Bodily injury” or “property damage” included within the “products-completed operations hazard”.
- b. The limits of insurance applicable to the additional insured are those specified in the contract or agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

19. Broad Knowledge / Notice Of Occurrence

Section IV – Commercial General Liability Conditions is amended to include the following:

23. Mobile Equipment

Paragraph **12.** under **Section V – Definitions** is amended to include the following:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

24. Waiver Of Sovereign Immunity

The following provision applies if you are a “governmental entity” or we have added a “governmental entity” to your policy as an additional insured, and the “governmental entity” requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the “governmental entity”:

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the “governmental entity”, the immunity of the “governmental entity” or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the “governmental entity” without first obtaining express advance permission from the designated representative of the “governmental entity”.

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, “governmental entity” means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

25. Aggregate Limits Of Insurance Per Project

Section III – Limits Of Insurance is amended to include the following:

8. The General Aggregate Limit described in **2.** above is subject to the following:

- 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 construction project” away from premises owned by or rented to the insured:
 - (1) A separate Single 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 Single 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”.
- b. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single 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 Single Construction Project General Aggregate Limit for any other construction project.
- c. 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 Single Construction Project General Aggregate Limit.
- d. 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 construction project” away from premises owned by or rented to the insured:
- (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 Single Construction Project General Aggregate Limit.
- e. 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 Single Construction Project General Aggregate Limit.
- f. If a “single construction project” away from premises owned by or rented to the insured has been abandoned or delayed 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.
- g. “Single construction project” means each single designated construction project for which you are obligated by written agreement to maintain general liability insurance with a separate per project general aggregate limit that applies only to that construction project. The agreement must be executed prior to the “occurrence” of the “bodily injury” or “property damage”.

The provisions of **Section III – Limits Of Insurance**, not otherwise modified by this provision, shall continue to apply as stipulated.

26. Contractual Liability – Work Within 50 Feet Of Railroads

The definition of “insured contract” in Paragraph 9. under **Section V – Definitions** is amended as follows:

Paragraph 9.c. is replaced by the following:

c. Any easement or license agreement;

Paragraph 9.f.(1) is hereby deleted.

27. Primary Insurance – Additional Insureds By Written Contract

Paragraph a. **Primary Insurance** of Condition 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

a. Primary Insurance

(1) This insurance is primary except when Paragraph a.(2) or Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in Paragraph c. below.

(2) This insurance is excess over and shall not contribute with any other valid and collectible insurance available to any person or entity added as an additional insured to this policy under the terms of the Contractors General Liability Enhancement Endorsement or by attachment of any other endorsement, regardless of whether such other insurance is provided on a primary, excess, contingent or on any other basis, unless the written contract between you and the additional insured requires that this insurance apply on a primary and/or non-contributory basis, in which case this insurance will apply in the manner required by such contract.

28. Liberalization Clause

If we adopt a change in the coverage form, CG 00 01, which broadens coverage without an additional premium charge, the broader coverage will apply to this policy on the effective date of approval in the state shown in the Named Insured’s address in the Declarations of this policy.

29. Loss of Electronic Data Resulting from Physical Injury to Tangible Property Liability Coverage Subject to Cyber Incident Exclusion

A. Exclusion p. under Paragraph 2. Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data". However, this exclusion does not apply to liability for damages because of:

(1) "Bodily injury"; or

(2) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property.

- a. The requirement in Condition **2.a.**, which states that you must see to it that we are notified of any “occurrence” or offense, applies only when the “occurrence” or offense is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a joint venture;
 - (4) An “executive officer”, manager or supervisor if you are a corporation; or
 - (5) A member, if you are a limited liability company.
- b. The requirement in Condition **2.b.**, which states that you must see to it that we receive notice of a claim or “suit”, will not be considered breached unless the breach occurs after such claim or “suit” is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a joint venture;
 - (4) An “executive officer”, manager or supervisor if you are a corporation; or
 - (5) A member, if you are a limited liability company.

If you report an accident to your Workers Compensation insurance carrier which later develops into a claim or “suit” for a liability “occurrence” for coverage which is provided by this policy, failure to report such “occurrence” to us at the time of the accident shall not be a violation of the notification of loss condition (Condition **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit** under **Section IV – Commercial General Liability Conditions**) contained in this policy. It is agreed, however, that you shall give notification of such claim or “suit” to us as soon as you are made aware of the fact that the particular accident has developed into a claim or “suit”.

20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Condition 8. Transfer Of Rights Of Recovery Against Others To Us under **Section IV – Commercial General Liability Conditions** is amended to include the following:

We waive any right of recovery against person(s) or organization(s) because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

21. Unintentional Failure To Disclose Hazards

Section IV – Commercial General Liability Conditions is amended to include the following:

Unintentional Failure To Disclose Hazards

Your unintentional failure to disclose all hazards or prior “occurrences” existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

22. Mental Anguish, Mental Injury Or Humiliation

The definition of “bodily injury” in Paragraph **3.** under **Section V – Definitions** is replaced by the following:

“Bodily injury” means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, humiliation, or death resulting from any of these at any time.

1. Broadened Insured Status

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph **A.** Coverage, Subparagraph **1.** Who Is An Insured is amended to include as an insured:

- A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision **1.A.** does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision **1.B.:**

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
 - a. A joint venture or partnership; or
 - b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

2. Blanket Additional Insured When Required Under Written Contract

Paragraph **A.1.** Who Is An Insured under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss";

Paragraph d.(2) above does not apply if:

- (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph **a.** of Condition **5.** Other Insurance of Part **B.** General Conditions under Section **IV** – Business Auto Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision 2. of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between

you and the additional insured specifically requires that this insurance be primary.

3. Employee Hired Autos Liability Coverage

The following is added to the Who Is An Insured Provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

4. Employees As Insureds

The following is added to the Section II – COVERED AUTOS LIABILITY COVERAGE, Paragraph **A.1.** Who Is An Insured Provision:

Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

5. Coverage Extensions - Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** under SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph **2.a.** Supplementary Payments are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased to \$5,000; and
2. In **a.(4)**, the limit for the actual loss of earnings is increased to \$1,000 per day.

6. Limited Fellow Employee Coverage

The following is added to Subparagraph **5.** Fellow Employee under Paragraph **B.** Exclusions in SECTION II – COVERED AUTOS LIABILITY COVERAGE:

But this exclusion does not apply if:

- a. the "bodily injury" results from the use of a covered "auto" you own or hire, and
- b. you have Workers Compensation insurance in force covering all of your "employees."

Such coverage as is afforded by this provision is excess over any other collectible insurance.

7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)

The following is added to Subparagraph **1.** under Paragraph **A.** Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE:

d. Limited Hired Auto – Physical Damage – Private Passenger

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under SECTION III – PHYSICAL DAMAGE COVERAGE of this Coverage Part are extended to "autos" of the private passenger type you or your employee hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

5. A member, if you are a limited liability company.

19. Non-Owned Auto Waiver Of Subrogation

The following is added to Subparagraph **5. Transfer Of Rights Of Recovery Against Others To Us**, under Paragraph **A. Loss Conditions** in SECTION **IV – BUSINESS AUTO CONDITIONS**:

We hereby waive any right of subrogation against any of your officers, directors, or “employees” which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned “autos”.

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or “employee”.

20. Blanket Waiver Of Subrogation When Required Under Written Contract

The following is added to Subparagraph **5. Transfer Of Rights Of Recovery Against Others To Us**, under Paragraph **A. Loss Conditions** in SECTION **IV - BUSINESS AUTO CONDITIONS**:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the “accident” or “loss”; or
3. executed after the “accident” or “loss” if:
 - a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the “accident” or “loss”; and
 - b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the “accident” or “loss”.

21. Coverage Territory - Short Term Hired Commercial “Autos”

Paragraph **7. Policy Period, Coverage Territory** under Paragraph **B. General Conditions** in SECTION **IV – BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered “auto” of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The “insured’s” responsibility to pay damages is determined in a “suit” on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We will also cover “loss” to, or “accidents” involving, a covered “auto” while being transported between any of these places.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

When this endorsement is added to the policy, it will change the policy's other insurance provisions.

When this endorsement is added to the policy, it will change the policy's other insurance provisions. It will also change the policy's contribution provisions. It will also change the policy's noncontribution provisions.

When this endorsement is added to the policy, it will change the policy's other insurance provisions. It will also change the policy's contribution provisions. It will also change the policy's noncontribution provisions.

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2. When this endorsement is added to the policy, it will change the policy's other insurance provisions. It will also change the policy's contribution provisions. It will also change the policy's noncontribution provisions.

B. Other Insurance

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2. When this endorsement is added to the policy, it will change the policy's other insurance provisions. It will also change the policy's contribution provisions. It will also change the policy's noncontribution provisions.

From: Admin <admin@frankgurneyinc.com>

Sent: Tuesday, April 1, 2025 4:46 PM

To: Rinderle, Rick <rrinderle@spokanecity.org>

Subject: RE: Feedback Needed IPWQ 6357-25, Current Certificate of Insurance - City of Spokane

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Rick,

Regarding our phone call and your concerns about the workers compensation on our certificate of insurance – we still have Stop Gap Employers Liability, shown in the highlighted section of the attached COI. The layout of the certificate is a bit different as we have a new underwriter. Even though we have a new underwriter – none of our coverage has changed.

The COI you received is how IMA, our carrier, must legally present the certificate.

If you need something specific added to it, it has been requested you send it to me via email so that our insurance agent can work through it.

Thank you.

Scottee Mace

Contract Administrator

Frank Gurney, Inc.

Phone 509-535-3069

Fax 509-535-1911

Note: We have changed our address to admin@frankgurneyinc.com please make this change in your address book

Notice: This email message, including any attachments, contains information belonging to Frank Gurney, Inc. and its business units. It has been sent solely for the use of the intended recipients and may be confidential, proprietary, copyrighted, and legally privileged. If you are not an intended recipient, please advise the sender of the error and permanently delete all copies of this email, including any copies that may reside in your deleted box. The unauthorized review, use, disclosure, distribution, or copying of this email or its contents is strictly prohibited.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

April 17, 2025

WA UBI No.	328 044 824
L&I Account ID	102,711-00
Legal Business Name	FRANK GURNEY INC
Doing Business As	FRANK GURNEY INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2024 "31 to 50 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	FRANKG*306OJ
License Expiration	04/12/2027

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Consent**Date Rec'd**

5/12/2025

Clerk's File #

OPR 2025-0395

Cross Ref #**Project #**

A&E 25-01

Council Meeting Date: 06/16/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Requisition #

CR 27539

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?** NO**Agenda Item Name**

4490 CONTRACT FOR TRANSFER STATION COST ESTIMATION STUDY

Agenda Wording

Architectural & Engineering Contract with HDR Engineering, Inc. to provide a cost estimation study for a new transfer station from June 1, 2025 to December 31, 2025 and a total cost not to exceed \$56,268.00 plus tax.

Summary (Background)

An evaluation is needed to provide cost impacts to the citizens of Spokane for the construction of a new transfer station in the event legislation efforts on providing an exemption for the Waste to Energy Facility from the Climate Commitment Act are unsuccessful. HDR Engineering, Inc. was selected for this project after review of three consultants from the MRSC Roster.

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?

Not applicable.

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

Not applicable.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ \$56,268.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a one time professional services expense that will be funded by deferring other projects that were planned in the 2025 Solid Waste Disposal budget.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 56,268.00	#	4490-44100-37148-54101
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?			
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>	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		
<u>Distribution List</u>			
Olivia Williams, olivia.williams@hdrinc.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	



City of Spokane

CONSULTANT AGREEMENT

**Title: TRANSFER STATION
COST ESTIMATION**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HDR ENGINEERING, INC.**, whose address is 929 108th Avenue NW, Suite 1300, Bellevue, Washington 98004 as ("Consultant"), as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Cost Estimation / Engineering Services for the Spokane Transfer Station, and

WHEREAS, the Consultant was selected from the MRSC Consulting Roster.

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 June 1, 2024, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by mutual 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 attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this Consultant Agreement controls.

The Work is subject to City review and approval which will not be unreasonably withheld or delayed. 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 services under this Agreement shall not exceed **FIFTY-SIX THOUSAND TWO HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$56,268.00)**, plus tax if applicable. 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 Spokane Solid Waste Disposal, Administrative Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **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. 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 or material change to 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. 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.
- K. 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.
- L. 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.
- M. Opinions of Probable Cost: Any opinions of probable project cost or probable construction cost provided by Consultant are made on the basis of information available to Consultant and on the basis of Consultant's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Consultant does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Consultant prepares.

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.

HDR ENGINEERING, 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

25-105a

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

[<](#) Business Lookup

License Information:

New searchBack to results

Entity name:

HDR ENGINEERING, INC.

Business name:

H D R ENGINEERING INC

Entity type:

Profit Corporation

UBI #:

601-021-437

Business ID:

001

Location ID:

0014

Location:

Active

Location address:

835 N POST ST
STE 101
SPOKANE WA 99201-2126

Mailing address:

1917 S 67TH ST
OMAHA NE 68106-2973

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
Leavenworth General Business - Non-Resident				Active	Sep-30-2024	Sep-29-2023
Quincy General Business - Non-Resident				Active	Jun-30-2025	Sep-23-2019
Spokane General Business	T12050150BUS			Active	Jun-30-2025	Oct-15-2012

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

Governing people	Title
BUELL, ELIZABETH C.	
GRAFF, NEIL A.	
HEANEY, KATHLEEN M P	
HENDERSON, JOHN W.	
KEEN, ERIC L	
WIGNALL, DOUGLAS S.	

Registered Trade Names

Registered trade names	Status	First issued
HDR ENGINEERING, INC.	Active	Feb-15-2018

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[Contact us](#)

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Don't see what you expected?

[Check if your browser is supported](#)

[Business Lookup](#)

License Information:

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

Entity name:

HDR ENGINEERING, INC.

Business name:

H D R ENGINEERING INC

Entity type:

[Profit Corporation](#)

UBI #:

601-021-437

Business ID:

001

Location ID:

0014

Location:

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STE 101
SPOKANE WA 99201-2126

Mailing address:

1917 S 67TH ST
OMAHA NE 68106-2973

Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

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

Governing people	Title
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GRAFF, NEIL A.	
HEANEY, KATHLEEN M P	
HENDERSON, JOHN W.	
KEEN, ERIC L	
WIGNALL, DOUGLAS S.	

Registered Trade Names

Registered trade names	Status	First issued
HDR ENGINEERING, INC.	Active	Feb-15-2018

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
08/15/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com																					
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER C:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Ohio Casualty Insurance Company	24074	INSURER C:	Liberty Insurance Corporation	42404	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Liberty Mutual Fire Insurance Company	23035																				
INSURER B:	Ohio Casualty Insurance Company	24074																				
INSURER C:	Liberty Insurance Corporation	42404																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W34474861

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						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability	Y	Y	TB2-641-444950-034	06/01/2024	06/01/2025	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-044	06/01/2024	06/01/2025	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	EUO (25) 57919363	06/01/2024	06/01/2025	AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WA7-64D-444950-014	06/01/2024	06/01/2025	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)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: David Paine 808 W. Spokane Falls Blvd Suite 1980 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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ACORD 25 (2016/03)

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SR ID: 26311709

BATCH: 3582379



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Project: Spokane WTE Cost Estimating (Cost Estimation Engineering Services) OPR 2024-0551

Additional Insureds: City of Spokane, its officers and employees.

Employers Liability for the Monopolistic States of ND, OH, WA & WY is provided in the Workers Compensation policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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 operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location 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 Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 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 Location 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 operations at a single designated "location" shown in the Schedule above:
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 Location 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 Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

- 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 above:
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 above.
 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 above:
- 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.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

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.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

Policy Number: AS2-641-444950-044
Issued by: Liberty Mutual Fire Insurance Company

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 of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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.

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.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-014
\$

Effective Date 06/01/2024

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-034
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE 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
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, 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 or material reduction 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.

Policy Number AS2-641-444950-044
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE 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
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, 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 or material reduction 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.

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:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-014 Effective Date 06/01/2024

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.



May 5, 2025

Chris Averyt
City of Spokane
2900 S. Geiger Blvd
Spokane, WA 99224

RE: Spokane Transfer Station Basis of Design

Dear Mr. Averyt,

We appreciate the opportunity to assist the City in the planning and development of a conceptual layout and cost estimate for a potential new transfer station with recycling and household hazardous waste collection. To accomplish this we will:

- Work with you through an iterative programming process to develop a conceptual design that meets the goals and objectives of the City; and
- Utilize our experience to deliver a comprehensive, functional, and environmentally sound conceptual design and an opinion of probable construction cost.

We are known for our strong expertise in the planning, design and implementation of solid waste facilities across the United States and Canada. We have a proven track record of taking solid waste projects from the conceptual stages through design and ultimately to operation. We are proud of the contributions we have made to provide our clients with award-winning facilities that are assets to their communities, and that are both fully functional and designed with the safety of operations staff and users in mind.

The attached proposal outlines the anticipated tasks associated with this project effort. We hope this approach is acceptable to the City, and we are fully committed and vested in the successful completion of this project. Thank you for the opportunity to offer our services.

Should you require further clarification of this proposal, please do not hesitate to contact Project Manager, Emily Rhoades, at (425-241-4963) or Emily.Rhoades@hdrinc.com.

Regards,
HDR Engineering, Inc.

Emily Rhoades
Project Manager

Olivia Williams, PE
Vice President

Background

The purpose of this scope is to describe the objectives, activities, deliverables, key assumptions, and approach that HDR Engineering, Inc. (HDR) will utilize in carrying out the services requested by City of Spokane, Washington (City) for the conceptual design and cost estimate to build a new transfer station in Spokane. HDR will begin by requesting data pertinent to the project and conducting a planning workshop with City staff to discuss project goals and key information related to the project. The outcome of the planning workshop will be a Schematic Basis of Design Report for City review and approval.

Scope of Services

Task 0. Project Management

OBJECTIVE

Track project schedule and budget.

HDR SERVICES

- Monitor budget and timeline.
- Provide progress reports with tasks performed and next steps for each invoice period.
- Project management meetings as needed to discuss project updates.

CLIENT RESPONSIBILITIES

- Review and approve monthly invoices.
- Attend project management meetings.

ASSUMPTIONS

- City will approve and pay monthly invoices in a timely manner.
- Six invoices and accompanying progress reports are assumed for the duration of the project.
- Project management team will schedule check-in meetings on an as-needed basis, up to one (1) hours per month and up to six (6) hours total.
- Deliverables will be provided electronically.

DELIVERABLES

- Monthly invoices and progress reports.

Task 1: Data Request

OBJECTIVE

Prepare initial data request for City.

HDR SERVICES

- Prepare a written request for information of interest including but not limited to previous studies, waste quantity information, and collection route areas.

CLIENT RESPONSIBILITIES

- City will provide available waste quantity data and other operational information requested by HDR.

ASSUMPTIONS

- City will respond to the written request within two (2) weeks.

DELIVERABLES

- Request for Information (RFI), delivered electronically in Word format.

Task 2: Planning and Programming Workshop

OBJECTIVE

Conduct a planning workshop with HDR and the City to discuss project goals, schedules, and project constraints.

HDR SERVICES

- Conduct a Planning Workshop with representatives of the HDR Team and the City for the facilities/operations of the transfer station and associated solid waste services, including maintenance building, employee parking, fleet parking, and administration offices. Discussion elements will include:
 - Material tonnage data and projections
 - Facility users and anticipated vehicle counts
 - Materials storage and loadout requirements
 - Transfer technology
 - Recycling collection requirements
 - Household hazardous waste (HHW) collection requirements
 - Administration/office area spatial requirements
 - Facility and site aesthetics

CLIENT RESPONSIBILITIES

- Participate in the Planning Workshop.

ASSUMPTIONS

- The Planning Workshop will be virtual and up to four (4) hours and attended by up to three (3) HDR staff.

DELIVERABLES

- Planning Workshop agenda and meeting notes, delivered electronically.

Task 3: Schematic Basis of Design Report

OBJECTIVE

Prepare a Schematic Basis of Design Report (BODR) that includes a conceptual design of the transfer station and conceptual Opinion of Probable Construction Cost (OPCC).

HDR SERVICES

- Prepare BODR with sections to address: site design; architectural, structural, electrical, and mechanical building systems and site utilities; facility staffing; and permitting issues and requirements.
- Develop a conceptual arrangement of the overall transfer station facility and other ancillary facilities and operations included in the project.

- Identify future modifications and/or additions anticipated as needed to accommodate growth.
- Evaluate general traffic patterns, existing roadway network, and site access.
- Develop schematic site layout drawings incorporating site roadways, parking, utilities, and stormwater management.
- Prepare schematic floor plans showing functional areas and relationships.
- Develop schematic building elevations and sections and prepare a general discussion of major subsystems.
- Develop a Class 5 opinion of probable construction cost (OPCC) based on the level of detail of the engineering and design to be developed at this time.

CLIENT RESPONSIBILITIES

- Provide one round of conflict-resolved consolidated comments on draft deliverable.

ASSUMPTIONS

- BODR will include up to two (2) conceptual design alternatives provided by the City for consideration and discussion.
- OPCC will be a Class 5 estimate, including a 30% contingency based on the level of design.
- The Class 5 OPCC is provided as a preliminary estimate based on limited project information and conceptual data available at the time of preparation. It is intended for feasibility and budgetary planning purposes only.
- Since a site has not been selected for this project, the schematic design is to provide a general idea of site and facility size and will need to be modified to fit site specific criteria.

DELIVERABLES

- Schematic BODR with conceptual Class 5 OPCC, schematic drawings, and elevations (delivered electronically).

Schedule

We anticipate approximately 6 months to provide the services details above. The dates listed below are subject to change depending on final Notice to Proceed.

Table 1. Schedule of Key Milestones

KEY MILESTONES	DATES (OR DURATIONS)
Task 1. Information Request	May - June 2025
Task 2. Planning Workshop	June 2025
Task 3. BODR and OPCC	July – October 2025

Budget

Compensation for proposed services will be billed on a Time and Materials basis. The total fee for these services is not to exceed \$56,268, unless mutually agreed upon by HDR and the City.

Table X. Schedule of Fees



TASK (OR MILESTONE)	AMOUNT
Task 0: Project Management	\$4,622
Task 1: Information Request	\$2,894
Task 2: Planning Workshop	\$9,069
Task 3: BODR and OPCC	\$39,683
TOTAL	\$56,268

Terms and Conditions

These services are proposed to be completed under the City's Professional Services Agreement and Terms and Conditions.

This proposal is valid for 60 work days from the date of submission. Thereafter, it may be subject to change.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Consent**Date Rec'd**

5/12/2025

Clerk's File #

OPR 2025-0396

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Requisition #

REVENUE

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?** NO**Agenda Item Name**

4490 REVENUE CONTRACT FOR SPECIAL HANDLING RATE VOLUME DISCOUNT

Agenda Wording

Revenue agreement with Tidewater Environmental Services (Vancouver, WA) for volume discounted disposal of USDA Regulated waste at the Waste to Energy Facility from July 1, 2025 through December 31, 2026 with an estimated annual revenue of \$120,000.00.

Summary (Background)

The Waste to Energy Facility is responsible for the special destruction of USDA Regulated waste for various businesses. Tidewater Environmental Services brings a high volume of USDA Regulated waste to the facility for destruction. Special handling rates at the facility are currently \$255.06 per ton, which is higher than the standard tipping fees due to the additional requirements of processing special handling waste. Based on high volume and the use of self-unloading vehicles, a volume discount for continued destruction at the Waste to Energy Facility has been established. The regular special handling rates will be charged for the first 200 tons delivered to the facility. Any additional volume beyond that will be discounted to \$215.00 per ton in 2025 and \$225.00 per ton in 2026

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?

Not applicable.

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

Not applicable

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a revenue generating agreement that guarantees a set level of revenue each year before offering a volume discount.			
Amount		Budget Account	
Revenue	\$ 120,000.00	#	4490-44110-37052-34372
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.)			
Revenue generating			
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			
Aaron Degodny, aaron.degodny@tidewater.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	



City of Spokane

SERVICE AGREEMENT

Title: **DESTRUCTION OF USDA REGULATED WASTE**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **TIDEWATER ENVIRONMENTAL SERVICES, INC.**, whose address is 6305 NW Old Lower River Road, Building C, Vancouver, Washington 98660, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **DESCRIPTION OF WORK.** The City shall provide Final Destruction of USDA Regulated Waste in self-unloading vehicles only, at the City's Waste to Energy Facility.
2. **CONTRACT TERM.** The Agreement shall begin on April 1, 2025, and end on December 31, 2026, unless terminated earlier.
3. **COMPENSATION.** The Company will pay the City for disposal services as follows:

Special Handling Rate of \$255.06 per ton for 2025, with a minimum charge of \$127.51 for 100 lbs. or less and \$272.91 per ton for 2026 up to 200 tons.

After 200 tons, any additional volume will be charged at \$215 per ton for 2025, and \$225 per ton for 2026.

See Special Handling Waste Rules 2025, attached as Exhibit B.

The City estimates approximately **ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00)** as annual revenue from the Company for the Disposal Services provided for under this Agreement. There will be no costs to the City for Company's performance of the services related to this Agreement. The Company shall pay for all its employees and all costs incurred in the performance of this Agreement.

4. **PAYMENT.** The Company shall submit payment on a monthly basis to the Spokane Solid Waste Disposal Department, 2900 South Geiger Boulevard, Spokane, Washington 99224. If the City objects to all or any portion of the payment, it shall notify the Company and reserves the right to only receive that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
5. **TERMINATION.** Either party may terminate this Agreement, with cause, by sixty (60) days written notice to the other party. In the event of such termination, the Company shall pay the City for

all work previously authorized and performed prior to the termination date.

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

7. 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. Each party shall comply with all applicable federal, state, and local laws and regulations.

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

9. INSURANCE. During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$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. **Pollution Legal Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.

[] Pollution Liability Insurance requirements have been reviewed by the City of Spokane Risk Manager and have been reduced by the City. *Risk Manager must initial.*

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.

10. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The 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.

11. **BUSINESS REGISTRATION REQUIREMENT.** 8 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.

12. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

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

14. **MISCELLANEOUS PROVISIONS.**

A. **ASSIGNMENTS.** Neither party may assign, transfer or subcontract its interest, in whole or

in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

- B. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

**TIDEWATER ENVIRONMENTAL
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 Regarding debarment
Exhibit B – Special Waste Handling Rules 2025

25-086b

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

SPECIAL HANDLING WASTE RULES

1. By signing the attached SPECIAL HANDLING/ NON-TYPICAL WASTE ACCEPTANCE form you acknowledge that you have read the following information and agree to abide by the rules of disposal of Special Waste.
2. The charge for Special Handling Waste is \$255.06¹ per ton, with a minimum charge of \$127.51¹ for 1000 lbs. or less. If a forklift and operator are required there is an additional charge of \$75¹ per hour with a minimum charge of \$37.50¹. A forklift is available during limited hours and by appointment only.
3. Effective 3/24/2025, forklift and pallet jack rental fees will be charged from the start of the scheduled appointment time to when the customer exits the scalehouse. For customers not requiring use of a pallet jack or forklift, a \$150 late fee will be charged to any customer arriving onsite more than 30 minutes after their scheduled appointment time.
4. Beginning January 1, 2021, any failure to show up for a scheduled appointment without prior notice may be subject to a \$100 cancellation fee.
5. The City does not provide labor for unloading. It is the responsibility of the driver to unload the material and, if necessary, to bring additional labor. For loads that require forklift assistance it is the responsibility of the driver to move pallets to the end of the truck so the forklift can access the material.
6. This is a refuse disposal facility. The site does not have a loading dock. Unless directed otherwise, materials contained in the vehicles will be unloaded onto the floor or into the pit by the truck driver. City staff will not sweep out or clean up transport vehicles. All waste delivered to the facility for disposal shall be delivered at no cost to the City. The City does not accept any responsibility for payment of shipping charges.
7. If the U. S. Department of Agriculture (USDA) is requiring the destruction of the materials, the shipper must follow all conditions of their USDA Regulated Garbage Compliance Agreement. A copy of the City of Spokane Solid Waste Disposal Compliance Agreement is available upon request.
8. Exact payment is required at time of service, unless a billing account has been set up in advance (call City of Spokane Utility Billing at 509-755-2489 to set up an account). Payment may be made by cash, check, MasterCard or Visa.
9. At least 24 hours' notice is required to set up an appointment for delivery. An appointment may be scheduled by calling (509) 625-7895. Leaving a message on voice mail does not constitute an appointment. We are open for appointments and scheduling Monday – Friday only. Trucks that arrive without an appointment, or outside of a scheduled appointment, may be denied service. For deliveries containing waste pharmaceuticals, a list of pharmaceuticals must be provided at the time of scheduling and approved prior to delivery.
10. Waste material delivered to the facility for disposal must be representative of the waste authorized for acceptance. The waste materials must not contain asbestos and must not be a federal, state, or local regulated hazardous waste per WAC 173-303 unless otherwise exempted or allowed under this rule and approved in advance of scheduling. The City of Spokane reserves the right to refuse any loads, at any time, for any reason. The City is not responsible for any costs incurred by the generator or their agents.
11. If the load contains petroleum-contaminated materials, the waste must have been derived from incident spills of less than 1,000 gallons. The load must not cause the City to exceed its monthly permitted limit of 150 tons of petroleum-contaminated material.

Please sign the attached SPECIAL HANDLING/ NON-TYPICAL WASTE ACCEPTANCE form indicating that these rules have been read and the undersigned agrees to follow them. A signed copy may be emailed (solidwaste@spokanecity.org), mailed, or faxed (509-625-6537) to our office. A signed form must be received and approved before an appointment can be scheduled.

¹ Pricing typically changes from year to year and is established in City Municipal Code.

<https://my.spokanecity.org/smc/?Section=13.02.0560>

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A signed form must be received and approved before an appointment can be scheduled.

¹ Pricing typically changes from year to year and is established in City Municipal Code.



Agenda Sheet for City Council:

Committee: PIES **Date:** 05/19/2025

Committee Agenda type: Consent

Date Rec'd

5/13/2025

Clerk's File #

OPR 2025-0397

Cross Ref #

Project #

Council Meeting Date: 06/16/2025

Submitting Dept

WASTEWATER MANAGEMENT

Bid #

Contact Name/Phone

JAMES "TREY" 625-7908

Requisition #

Contact E-Mail

JGEORGE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? YES

Public Works? YES

Agenda Item Name

4330-COMMUNITY BASED PRIVATE PUBLIC PARTNERSHIP (CBP3) PROJ

Agenda Wording

Washington State Department of Ecology hosted several Community Based Private Public Partnership (CBP3) program workshops and offered consulting assistance to municipalities to develop CBP3 grant applications in 2024/2025. Ecology awarded several municipalities funding to develop a Request for Proposal (RFP) to establish CBP3s and ultimately result in green stormwater infrastructure projects.

Summary (Background)

The City of Spokane submitted grant application WQC-2026-Spokane-00418 for funding to develop an RFP to establish a CBP3 to design and construct a multi-use green regional stormwater facility. The funding will be used to: 1. Engage with the development community, private property owners, and Public Development Authorities (PDAs), potentially among others, to gauge interest in establishing a CBP3, 2. Engage with neighborhood councils and the general public to identify community needs and gauge neighborhood interest in siting a facility, and 3. Develop and publish a performance-based RFP with the goal of entering into a CBP3. The City of Spokane submitted grant application WQC-2026-Spokane-00418 to develop a CBP3 RFP, and Ecology has offered to award the city \$247,213, without a match requirement, to implement the scope in the grant application in order to foster the development of a private/public partnership and ultimately construct a multi-use regional green stormwater facility that benefits the community at the neighborhood scale, and specifically addresses overburdened populations.

What impacts would the proposal have on historically excluded communities?

The funding includes public engagement to gauge community interest and identify candidate locations with the goal of serving overburdened communities, if possible. Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

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?

The information collected will be reported to Washington State Department of Ecology via grant progress reports and used to develop an RFP.

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

By engaging with Spokane communities following in accordance with a Community Engagement Plan. 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?

A multi-use regional green stormwater facility project with a private partner that is ideally sited will serve overburdened populations, and save the ratepayers the capital and long-term costs of managing stormwater to protect water quality. This aligns with the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, and Integrated Clean Water Plan. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$ 247,213	
Current Year Cost		\$ 0	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
A draft contract between the City and Ecology for \$247,213 of 100% reimbursable funds has been developed. The deliverable is an RFP seeking a private-public partnership to implement a CBP3 project to construct a regional stormwater multi-use facility.			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Grant	
Is this funding source sustainable for future years, months, etc?			
Not applicable			
<u>Expense Occurrence</u>		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
100% grant funded, with no match requirement.			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	GENNETT, RAYLENE	<u>ACCOUNTING -</u>	BROWN, SKYLER
<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>			
		sspence@spokanecity.org	
kkeck@spokanecity.org		sbrown@spokanecity.org	
Tax & Licenses		jgeorge@spokanecity.org	
rgennett@spokanecity.org			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	May 19, 2025
Submitting Department	4330 – Stormwater
Contact Name	James “Trey” George III
Contact Email & Phone	jgeorge@spokanecity.org (509) 625-7908
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	CBP3 Project Funding Consent Request
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Washington State Department of Ecology hosted several Community Based Private Public Partnership (CBP3) program workshops and offered consulting assistance to municipalities to develop CBP3 grant applications in 2024/2025. Ecology awarded several municipalities funding to develop a Request for Proposal (RFP) to establish CBP3s and ultimately result in green stormwater infrastructure projects.</p> <p>The City of Spokane submitted grant application WQC-2026-Spokane-00418 for funding to develop an RFP to establish a CBP3 to design and construct a multi-use green regional stormwater facility. The funding will be used to:</p> <ol style="list-style-type: none"> 1. Engage with the development community, private property owners, and Public Development Authorities (PDAs), potentially among others, to gauge interest in establishing a CBP3, 2. Engage with neighborhood councils and the general public to identify community needs and gauge neighborhood interest in siting a facility, and 3. Develop and publish a performance-based RFP with the goal of entering into a CBP3. <p>The City of Spokane submitted grant application WQC-2026-Spokane-00418 to develop a CBP3 RFP, and Ecology has offered to award the city \$247,213, without a match requirement, to implement the scope in the grant application in order to foster the development of a private/public partnership and ultimately construct a multi-use regional green stormwater facility that benefits the community at the neighborhood scale, and specifically addresses overburdened populations.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>\$247,213 (100% reimbursable)</u> Current year cost: \$0 Subsequent year(s) cost: \$0	
Narrative: <u>A draft contract agreement between the City of Spokane and Washington State Department of Ecology for \$247,213 of 100% reimbursable funds has been developed where the deliverable is an RFP seeking a private-public partnership to implement a CBP3 project to construct a regional stormwater multi-use facility based on community feedback (see attached).</u>	

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Not applicable

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) 100% grant funded, with no match requirement.

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

The funding includes public engagement to gauge community interest and identify candidate locations with the goal of serving overburdened communities, if possible. Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

- 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?

The information collected will be reported to Washington State Department of Ecology via grant progress reports and used to develop an RFP.

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

By engaging with Spokane communities in accordance with a Community Engagement Plan that will be developed as part of the contract scope. 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?

A multi-use regional green stormwater facility project, with a private partner that is ideally sited, will serve overburdened populations, and save the ratepayers the capital and long-term costs of managing stormwater to protect water quality. This aligns with the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, and Integrated Clean Water Plan. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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



Agreement No. WQC-2026-Spokane-00418

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:	CBP3 for Spokane Regional Stormwater Facility
Total Cost:	\$247,213.00
Total Eligible Cost:	\$247,213.00
Ecology Share:	\$247,213.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	02/05/2025
The Expiration Date of this Agreement is no later than:	01/31/2028
Project Type:	Stormwater Facility

Project Short Description:

This project will lead to improved water quality in the City of Spokane by developing a community-based public-private partnership (CBP3) to generate private investment for the future construction of a new regional stormwater facility on public and/or private lands. The future construction of this facility will result in water quality improvements in the Spokane River, benefit groundwater recharge, ensure clean drinking water, and reduce stormwater contributions to the combined sewer system.

Project Long Description:

Stormwater treatment facilities in the City of Spokane typically consist of infiltration swales with over-flow drywells. City code requires development, redevelopment, and infill projects – including accessory dwelling units – to incorporate onsite stormwater management facilities into the proposed designs. However, as the city seeks to address a housing shortage by encouraging redevelopment and infill development, onsite stormwater management requirements can create

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Recipient Name: City of Spokane

challenges for these projects.

New development, redevelopment and infill housing projects increase impervious surfaces, reduce infiltration, and groundwater recharge. This can lead to untreated stormwater discharges into the Spokane River or increase the burden on the combined sewer system. While onsite stormwater management is required, installing grassy swales with overflow drywells may be infeasible in some cases due to site constraints, such as limited space or poorly infiltrating soils. Adding complexity, some areas of the city suitable for infill and redevelopment overlap with overburdened communities, as identified in the Washington State Department of Health's disparities map. These communities may be impacted by environmental and socioeconomic factors, such as poor air quality, legacy soil contamination, high poverty rate, and minimal access to public green spaces. To support equitable development in concert with effective stormwater management, creative approaches to managing stormwater are needed at the neighborhood and watershed basin scale.

The RECIPIENT will engage the public, development community, and property owners to obtain feedback necessary to identify community-based public-private partnership (CBP3) opportunities and scope the siting, construction, and operation and maintenance of a regional stormwater facility on public and/or private land and development of fee-in-lieu program. Additionally, the RECIPIENT will develop a CBP3 program to attract private investment using a performance-based contracting approach. This approach will focus on achieving specific, measurable stormwater and community outcomes for the cooperative siting, construction, and long-term maintenance of a stormwater regional facility. Performance-based contracting offers an advantage over traditional procurement by potentially unlocking creative solutions that address land space availability challenges, construction costs, and long-term maintenance by the establishment of partnership agreements defined by desired outcomes and performance goals.

The RECIPIENT will develop this performance-based program in three phases:

1) Outcomes Analysis, Site Selection & Facility Scope

- Engage with internal and external program partners to gauge interest and identify opportunities to develop a CBP3 to construct a regional stormwater facility.
- Assess stormwater and community benefits of regional stormwater facility, particularly for overburdened communities and in areas undergoing or expected to experience infill development.
- Identify suitable locations for a regional stormwater facility.

2) Financial Analysis and Revenue Source Identification

- Develop a financial analysis for a CBP3 Program to construct a regional stormwater facility on public or private property.
- Support the City of Spokane Building Opportunities for All initiative by establishing the necessary stormwater infrastructure necessary for urban densification.

3) CBP3 Program Development

- Develop a draft RFP and contract to establish a Community-Based Public-Private Partnership (CBP3) and/or performance-based program.

By completing these phases, the RECIPIENT will help establish a model to serve as a scalable and reproducible example of an equitable approach to stormwater management that supports both housing growth and environmental protection.

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Overall Goal:

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

DRAFT

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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

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	James George Mister 909 E. Sprague Ave. Spokane, Washington 99202 Email: jgeorge@spokanecity.org Phone: (509) 625-7908
Billing Contact	LaVonne Martelle Accountant I 44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000
Authorized Signatory	Marlene C Feist Public Works Director 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mfeist@spokanecity.org Phone: (509) 625-6310

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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	Sarah Ponte PO Box 47600 Olympia, Washington 98504-7600 Email: SPON461@ecy.wa.gov Phone: (564) 669-4701

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Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 1

Task Cost: \$17,190.00

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.

Recipient Task Coordinator: James George

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)	

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Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$94,615.00

Task Title: Outcomes Analysis, Site Selection & Facility Scope

Task Description:

The RECIPIENT shall 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 prepare and submit program development documents to ECOLOGY that include the following at a minimum, and consider and incorporate ECOLOGY feedback as appropriate:

- A. The RECIPIENT will develop an Engagement Plan that identifies internal and external program partners and defines the roles and responsibilities of each partner. The RECIPIENT will also gather feedback from City staff, staff from other municipalities that have developed similar programs, and internal legal and procurement teams.
- B. The RECIPIENT will identify and coordinate with program partners to define the stormwater, community, and economic outcomes; performance measures; reporting approach; and verification methods. Feedback from project partners will inform the assessment of feasibility and the selection of a specific performance-based model.
- C. The RECIPIENT will identify suitable locations for a regional stormwater facility based on zoning, basin boundaries, existing pipe system, subsurface geologies, infill development, feedback from internal and external project partners, and the distribution of overburdened communities. The RECIPIENT will assess the location's ability to meet the outcomes and performance measures identified in Task 2A, ensuring that the selected sites align with the CBP3's goals and performance criteria.
- D. The RECIPIENT will develop a draft scope for the CBP3 program that includes the program area, initial program term, renewal term (if applicable), performance measures, and terms of the maintenance agreement

Task Goal Statement:

The RECIPIENT will compile and submit program development documents and deliverables to ECOLOGY, consider ECOLOGY comments as appropriate, and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The technical memorandums, Engagement Plan, and draft scope will provide the RECIPIENT with sufficient guidance to develop the financial analysis for a CBP3 Program.

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Outcomes Analysis, Site Selection & Facility Scope**Deliverables**

Number	Description	Due Date
2.1	Engagement Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Technical memorandum summarizing stormwater, community, and economic outcomes, performance measures; reporting; and verification methods. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	Technical memorandum describing proposed locations for a regional stormwater facility. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Draft CBP3 Program Scope. Upload to EAGL and notify ECOLOGY when upload is complete.	

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SCOPE OF WORK

Task Number: 3 **Task Cost: \$110,500.00**

Task Title: Financial Analysis and Revenue Sources

Task Description:

The RECIPIENT shall 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 prepare and submit program development documents to ECOLOGY that include the following at a minimum, and consider and incorporate ECOLOGY feedback as appropriate:

A. The RECIPIENT will develop a financial analysis for the program, including but not limited to:

1. Evaluation of the financial value of the program, which includes a comparison to traditional procurement using a Cost-Benefit Analysis or a Value-for-Money Analysis. The financial analysis will help determine the price that will be paid for performance measures achieved (e.g., cost per facility maintained or dollar per square foot basis).
2. Evaluation of the costs, benefits, and feasibility of establishing a regional stormwater facility on public or private property.
3. Evaluation of the costs, benefits, and feasibility of a fee-in-lieu program for a regional stormwater facility.
4. Develop an approach to include terms for a potential partnership agreement based on the regional facility and fee-in-lieu evaluations.
5. Estimate construction, operation, and maintenance costs for a regional stormwater facility based on industry benchmarks, similar projects, and preliminary engineering assessments.
6. Identify the requirements for integrating a CBP3 program into the city's comprehensive plan and develop an appropriate in-lieu fee schedule for a new regional stormwater facility based on estimated costs and potential funding sources.

B. The RECIPIENT will coordinate with RECIPIENT procurement, contracting, and legal staff to develop a summary of legal authorities including regulatory drivers, governance, and procurement rules.

C. The RECIPIENT will identify revenue sources including one-time funding sources (e.g., grants, settlement awards, appropriated funds), explore governance and financing models, and evaluate the use of private financing.

Task Goal Statement:

The RECIPIENT will compile and submit program development documents and deliverables to ECOLOGY, consider ECOLOGY comments as appropriate, and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

Development of a financial analysis, identification of legal authorities and revenue sources, which will support the development of a draft RFP and draft performance-based contract.

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Financial Analysis and Revenue Sources**Deliverables**

Number	Description	Due Date
3.1	Technical Memorandum summarizing the financial analysis, including the feasibility assessment, costs estimate and proposed in-lieu-fee schedule for a new regional stormwater facility. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Technical Memorandum summarizing legal authorities. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Technical Memorandum summarizing revenue, funding, and financing models. Upload to EAGL and notify ECOLOGY when upload is complete.	

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SCOPE OF WORK

Task Number: 4

Task Cost: \$20,040.00

Task Title: CBP3 Program Development

Task Description:

The RECIPIENT shall 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 prepare and submit program development documents to ECOLOGY that include the following at a minimum, and consider and incorporate ECOLOGY feedback as appropriate:

A. The RECIPIENT will develop a draft RFP annotated to highlight any outstanding items and decisions. The RFP will include a high-level program description, scope expectations, private partner obligations and milestones, monitoring and verification requirements, tools that will be used to define bidder obligations (e.g., maintenance tracking tool or form), program failure and remediation plans, and payment terms.

B. The RECIPIENT will develop a draft performance-based contract which will include performance measures; financial assurances; real estate assurances; outcome-based payment terms; a program management plan; monitoring, reporting, and verification requirements; long-term stewardship responsibilities; and program failure and remediation plans.

Task Goal Statement:

The RECIPIENT will compile and submit a draft RFP and draft performance-based to ECOLOGY, consider ECOLOGY comments as appropriate, and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

Development of a draft RFP and draft performance-based contract that will be used to procure services for the construction, operation, and maintenance of a regional stormwater facility.

CBP3 Program Development

Deliverables

Number	Description	Due Date
4.1	Draft annotated RFP. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Draft annotated performance-based contract. Upload to EAGL and notify ECOLOGY when upload is complete.	

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SCOPE OF WORK

Task Number: 5 **Task Cost:** \$4,868.00

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 Closeout 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
5.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

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BUDGET

Funding Distribution EG250551

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: CBP3 Funding Type: Grant
 Funding Effective Date: 02/05/2025 Funding Expiration Date: 01/31/2028

Funding Source:

Title: CBP3-SFY25

Fund: FD

Type: State

Funding Source %: 100%

Description: The Stormwater Community-Based Public-Private Partnership (CBP3) Program funds the development of CBP3s, performance-based contracts, and other forms of alternative procurement to accelerate stormwater project delivery through the assessment and process described in the Washington State CBP3 Guidebook for Municipal Stormwater Managers.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

CBP3	Task Total
Grant and Loan Administration	\$ 17,190.00
Outcomes Analysis, Site Selection & Facility Scope	\$ 94,615.00
Financial Analysis and Revenue Sources	\$ 110,500.00
CBP3 Program Development	\$ 20,040.00
Project Close Out	\$ 4,868.00

Total: \$ 247,213.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
CBP3	0.00 %	\$ 0.00	\$ 247,213.00	\$ 247,213.00
Total		\$ 0.00	\$ 247,213.00	\$ 247,213.00

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

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“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.

“Defease” 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 Defease 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.

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

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“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.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing

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

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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 project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other

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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 and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute

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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.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section

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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.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the

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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 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. 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 used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron

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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 based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a

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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.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment

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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.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for

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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 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.

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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, 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,

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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 "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.

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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.fsrs.gov <http://www.fsrs.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](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://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 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

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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.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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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.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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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. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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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.

Agreement No: WQC-2026-Spokane-00418
Project Title: CBP3 for Spokane Regional Stormwater Facility
Recipient Name: City of Spokane

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

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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Project Title: CBP3 for Spokane Regional Stormwater Facility
Recipient Name: City of Spokane

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.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WQC-2026-Spokane-00418
Project Title: CBP3 for Spokane Regional Stormwater Facility
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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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Recipient Name: City of Spokane

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 event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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Recipient Name: City of Spokane

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



Agenda Sheet for City Council:

Committee: PIES **Date:** 05/19/2025

Committee Agenda type: Consent

Date Rec'd

5/13/2025

Clerk's File #

OPR 2025-0398

Cross Ref #

Project #

Council Meeting Date: 06/16/2025

Submitting Dept

WATER & HYDROELECTRIC SERVICES

Bid #

6256-24

Contact Name/Phone

RAYLENE 509-625-7901

Requisition #

CR27549

Contact E-Mail

RGENNETT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

4100 - UPRIVER DAM FERC RELICENSING SUBCONSULTANT SERVICES

Agenda Wording

Upriver Dam is a hydroelectric facility licensed by the Federal Energy Regulatory Commission (FERC). The City's license for the dam will expire in 2031, and we are entering the relicensing period. This item is for contracting with a subconsultant to assist the Water Department with the relicensing process for the Upriver Dam. Contract is currently at Legal, and will be added when complete.

Summary (Background)

The relicensing process takes about five to seven years to complete and will need to commence in 2025. The work is anticipated to be conducted in three phases, with a consultant onboard to assist in completing all aspects of the relicensing process. • Phase 1 - Pre-Application (January 2025 - May 2026) o Strategic plan development, outreach, and consultation o Submission of Notice of Intent (NOI)/ Pre-Application Document (PAD) to FERC o Develop scope of work for phase 2 • Phase 2 - Pre-Filing (May 2026 - May 2029) o Study development, implementation, reporting o Draft License Application and Preliminary Licensing Proposal o Submission of Final License Application to FERC o Develop scope of work for phase 3 • Phase 3 - Post-Filing (May 2029 - May 2031) o FERC National Environmental Policy Act Process o Answer questions we get from FERC o License expires

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 2,556,000.00	
Current Year Cost		\$ 437,900.00	
Subsequent Year(s) Cost		\$ 2,118,100.00	
<u>Narrative</u>			
This subconsultant service is in the CIP program and is necessary for relicensing Upriver Dam. The consultant's scope of work was reviewed by multiple levels of city employees and negotiated to provide the best services at a reasonable cost to the city.			
Amount		Budget Account	
Expense	\$ 437900.00	# 4100-42490-94340-56401-11022	
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.)			
Other budget impacts: (revenue generating, match requirements, etc.) Included in the 6-year CIP program, costs spread over multiple years.			
Approvals		Additional Approvals	
<u>Dept Head</u>	SAKAMOTO, JAMES	<u>PURCHASING</u>	NECHANICKY, JASON
<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			
rrpenaluna@spokanecity.org		nrussell@spokanecity.org	
tlester@spokanecity.org		tprince@spokanecity.org	
rgennett@spokanecity.org		rgennett@spokanecity.org	
dgreenlund@spokanecity.org		dstpierre@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	May 19, 2025
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7901
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 - Upriver Dam FERC Relicensing Subconsultant Services
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Agenda Wording: Upriver Dam is a hydroelectric facility licensed by the Federal Energy Regulatory Commission (FERC). The City's license for the dam will expire in 2031, and we are entering the relicensing period. This item is for contracting with a subconsultant to assist the Water Department with the relicensing process for the Upriver Dam. Contract is currently at Legal, and will be added when complete.</p> <p><u>Summary (Background)</u></p> <ul style="list-style-type: none"> • The relicensing process takes about five to seven years to complete and will need to commence in 2025. • The work is anticipated to be conducted in three phases, with a consultant onboard to assist in completing all aspects of the relicensing process. • Phase 1 - Pre-Application (January 2025 – May 2026) <ul style="list-style-type: none"> ○ Strategic plan development, outreach, and consultation ○ Submission of Notice of Intent (NOI)/ Pre-Application Document (PAD) to FERC ○ Develop scope of work for phase 2 • Phase 2 - Pre-Filing (May 2026 – May 2029) <ul style="list-style-type: none"> ○ Study development, implementation, reporting ○ Draft License Application and Preliminary Licensing Proposal ○ Submission of Final License Application to FERC ○ Develop scope of work for phase 3 • Phase 3 - Post-Filing (May 2029 – May 2031) <ul style="list-style-type: none"> ○ FERC National Environmental Policy Act Process ○ Answer questions we get from FERC ○ License expires
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$2,556,000.00 (estimate)</u></p> <p> Current year cost: \$437,900.00</p> <p> Subsequent year(s) cost: \$2,118,100.00 (estimate)</p> <p>Narrative: This subconsultant service is in the CIP program and is necessary for relicensing Upriver Dam. The consultant's scope of work was reviewed by multiple levels of city employees and negotiated to provide the best services at a reasonable cost to the city.</p>	

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Included in the 6-year CIP program, costs spread over multiple years.

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Included in 6-year CIP program.



City of Spokane

CONSULTANT AGREEMENT

**Title: UPRIVER DAM FEDERAL ENERGY
REGULATORY COMMISSION RELICENSE
CONSULTING SERVICE**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KLEINSCHMIDT ASSOCIATES, INC.**, whose address is 2530 NE 90th Street, Redmond, Washington 98052, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for Consultant to provide Upriver Dam Federal Energy Regulatory Commission Relicense Consulting Services; and

WHEREAS, the Consultant was selected from RFQu 6256-24.

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 June 23, 2025, and ends on December 31, 2031, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Proposal dated May 12, 2025, 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, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **TWO MILLION FIVE HUNDRED FIFTY-SIX-THOUSAND AND NO/100 DOLLARS (\$2,556,000.00)**, plus applicable sales tax, payable in accordance with Consultant's Schedule and Cost of Services, located in Exhibit B, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Water & Hydroelectric Department, Administration Office, 914 East North Foothills Drive Spokane, Washington 99207. **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 effect 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.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (15%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. 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 claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to 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 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 in the same area 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 or 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.

KLEINSCHMIDT ASSOCIATES, 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: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's May 12, 2025 Proposal

25-113a

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



*We provide practical **solutions** for complex renewable energy, water, and environmental projects.*

May 12, 2025

Via Electronic Mail

Jeremy Meyer
City of Spokane - Upriver Dam
2701 N. Waterworks St.
Spokane, WA 99202

Proposal for Consulting Services (No. 5185001.00)
Upriver Dam Federal Energy Regulatory Commission Relicense Consulting Services

Dear Mr. Meyer:

Kleinschmidt Associates (Kleinschmidt) presents this proposal as a follow-up to the City of Spokane's (City) Request for Qualifications – Upriver Dam Federal Energy Regulatory Commission (FERC) Relicense Consulting Services (RFQ), dated November 5, 2024. On February 11, 2025, the City stated it had selected Kleinschmidt as its intended consultant, subject to successful contracting; the City has requested a cost-proposal for the first stage of consulting services, referred to hereafter as Task Order 1, through the filing of the Pre-Application Document (PAD) and Notice of Intent (NOI) and beginning the development of the Study Program, which is largely driven by a consultation process with stakeholders and which may include FERC, depending on the licensing process selected. The Scope of Work is to cover consulting activities related to the first stage of relicensing of the Upriver Project (Project), FERC No. P-3074, and the contract will serve as a Master Services Agreement for all remaining licensing activities.

Proposed Scope of Work

Based on our understanding of the services requested and described in Kleinschmidt's response to the RFQ, we have developed the following Scope of Work, with some modifications as described below. Schedule and costs for each phase and (where applicable) tasks are presented in Table 1 in the following section. This Scope of Work has been developed to be consistent with feedback provided by emails dated March 5, 2025, from Mr. Doug Greenland (Attachment A) and dated April 30, 2025, from David St. Pierre (Attachment A), unless otherwise noted therein.

Phase 1 – Project Management

Kleinschmidt will be responsible for project progress and communication through the management of project logistics, schedule, and resources. This includes coordinating meetings; developing presentation materials and notes; recording meetings (if necessary);

contacting agencies, other relicensing participants, and FERC regarding meetings; and strategic planning on any agency/relicensing participant group meetings. When possible, meetings will be virtual (e.g., via Teams) to control costs. Kleinschmidt will develop templates and outlines for all FERC deliverables and submit them for review and approval by the City prior to initiating any writing. For all Project deliverables, the workflow for City review will be as follows: outline; first draft; revised draft; and final.

Kleinschmidt will work closely with the City to develop, implement, and maintain a secure cloud-based system to assist in document control, data management, and quality assurance/quality control (QA/QC); share meeting notes and/or recordings; post internal protocols (e.g., communication, document review); and manage user access (e.g., public versus confidential materials). During initial calls with the City, Kleinschmidt will also review Project logistics, such as City procedures and protocols regarding communication, safety, review cycles, document control, and any other critical processes the City has established. Kleinschmidt intends to work with the City to develop website content for a public-facing relicensing webpage within the framework of the City's website and hosted on the City's network. This is often appropriate and helpful for communicating with relicensing participants. This resource offers background information and documents ready for public review and comment, keeping the public and other relicensing participants up to date on project details.

Kleinschmidt will develop a draft roles and responsibility (RAR) matrix defining project management tasks, including decision-making authority/process specific to key participants from the Kleinschmidt Team, any City department, as well as outside legal counsel. The City will identify City-specific roles and responsibilities and provide necessary contact information. This document will be developed in Phase 1, and further refined after Task 2.2.

Following the Notice to Proceed (NTP), Kleinschmidt will coordinate a kickoff meeting between both the City's project management (PM) team and the Kleinschmidt PM team to discuss the logistics outlined in this phase.

- Deliverables for this phase:
 - Virtual kickoff meeting with up to three Kleinschmidt staff and the City PM team.
 - Monthly invoicing that will include accounting of labor and expenses, by task.
 - Agendas and summaries of decisions and action items for biweekly coordination meetings with the City.

- Cloud-based collaborative sharing and document management platform (Egnyte).
 - Draft and Final RAR matrix
- Assumptions affecting budget and level of effort:
 - Duration for this phase under Task Order 1 is 55 weeks (May 12, 2025, through May 31, 2026), through the filing of the FERC scoping and site visit (if proceeding with the Integrated Licensing Process [ILP]) or Joint Agency Meeting (JAM) and site visit (if proceeding with the Traditional Licensing Process [TLP]).
 - Internal PM tasks incorporated into this budget include monthly invoices, contract setup and budget tracking, the development and implementation of a quality management plan, and internal team meetings to maintain project progress as needed.
 - All internal working documents will be stored on Kleinschmidt's Egnyte platform for uploading materials and collaborative editing; Kleinschmidt will manage permissions as necessary to provide access to the City; at the City's request, the team may also use SharePoint with no impact to cost.
 - Kleinschmidt discourages "offline editing"; estimates for developing and revising materials assume that Kleinschmidt is receiving a single, consolidated document with the City's comments at each round of review.
 - The City will be responsible for an outward-facing relicensing webpage hosted on the City's network and website and for making periodic updates to this webpage. Kleinschmidt will provide final documents to the City for posting.

Phase 2 – Project Initiation and Strategic Development

Task 2.1 FERC 101

Following the initial kickoff, Kleinschmidt proposes a virtual FERC 101 meeting that will serve primarily as an education opportunity, allowing Kleinschmidt to present fundamental concepts of the FERC relicensing process to the City and begin collecting feedback from the City on its key areas of interest. An area of focus for the presentation will be elaboration on key process choices (ILP versus TLP) available for relicensing that will have ramifications on costs and level of risk. Following the FERC 101 meeting, Kleinschmidt will prepare an outline of the preliminary relicensing schedule based on FERC deadlines, identify critical pathways, and establish a schedule for routine project status updates from Kleinschmidt to the City, such as setting biweekly meetings to start.

- Deliverables for this task:
 - FERC 101 presentation.
 - Preliminary schedule for key milestones and project check-ins.

- Questionnaire for the City to prepare for the Strategic Planning workshop.
- Assumptions affecting budget and level of effort:
 - FERC 101 held via Teams (virtual).
 - Teams meeting to be recorded to facilitate notes and action items.
 - FERC 101 presentation will last 1.5 hours.
 - Up to three Kleinschmidt staff in attendance.
 - One preparatory meeting to prepare for the meeting and discuss anticipated City attendance.
 - The City will provide an anticipated attendance list with roles and responsibilities, including contact information.

Task 2.2 Site Visit and Strategic Workshop

The next major step in this relicensing effort is strategic planning, via an in-person meeting with key Kleinschmidt staff and management from the City. Kleinschmidt proposes a 1.5-day strategic planning workshop in Spokane. Day one will consist of a half-day site visit followed by a 4-hour strategic planning session in the afternoon. Day two will be used to continue the strategic planning in another 4-hour meeting in the morning. Together, we will identify relicensing goals (e.g., maintaining operational flexibility) and benefits the Upriver Project provides to the City. This will also be an opportunity to discuss the City's long-term management goals, growth and water supply considerations, and future plans for the Upriver Project, including a decision-making framework to evaluate potential protection, mitigation, and enhancement (PME) measures in relation to the City's needs and a forward-looking budget tool that can be updated annually. The strategic workshop will also involve discussions of the level of involvement of City personnel, which will be incorporated in the communication protocol. An outcome of this workshop will be a preliminary determination of the City's preferred licensing approach.

- Deliverables for this task:
 - Agenda and meeting materials for the site visit and workshop, together with a list of questions generated by Kleinschmidt (1 week prior to site visit).
 - Notes and action items following the workshop (1 week following site visit).
 - Process Plan and Schedule outlining key FERC milestones (2 weeks following site visit).
 - Communication Protocol describing roles and responsibilities for Kleinschmidt and desired level and methods of engagement of City staff in the relicensing process, including detailed guidance on managing evolving scope and budget over the life of the Project.
- Assumptions affecting budget and level of effort:

- Up to five staff from Kleinschmidt in attendance (PM staff, subject matter experts [SMEs]), and our facilitation and outreach specialist (Triangle Associates).
- Travel expenses are budgeted on per-diem basis and will include two overnight stays.
- One preparatory meeting is planned to review the meeting agenda and anticipate City attendance.
- The City will provide an anticipated attendance list with roles and responsibilities, including contact information.
- Kleinschmidt has budgeted for an additional half-day following the workshop to spend time one-on-one with key project staff at the City to gain further insight into strategy development for relicensing implementation.

Task 2.3 Risk Matrix and List of Potential Studies

During this initial strategic planning period, Kleinschmidt will begin to develop a Risk Matrix; this is intended to be a living document that is reviewed and revisited regularly at key milestones as the Project evolves and new information is received and evaluated. This Risk Matrix will aid in the early identification of potential risks, their severity, probability, potential consequences, and proactive steps available to mitigate the risks. This will include an early look at relicensing studies that may be necessary as part of relicensing. The Risk Matrix will also identify studies likely to be required as part of relicensing. Due to confidentiality concerns, the risk matrix will be developed under instruction by City legal counsel, as it will be an ongoing deliberative document.

The process of developing the Risk Matrix includes developing a deeper understanding of the likely relicensing stakeholders and interested parties who may influence the relicensing effort.

- Deliverables for this task:
 - Risk Matrix detailing potential project effects and PME measures.
 - Initial list of potential studies.
 - Initial contact list of relicensing participants.
- Assumptions affecting budget and level of effort:
 - Risk Matrix will be updated in advance of each relicensing milestone. City legal counsel will review the risk matrix and provide one round of comments prior to each update.
 - Initial list of studies will be based on best professional judgment and will be updated prior to filing the NOI and PAD.

- Economic modeling will not be part of the initial Risk Matrix but will be a separate tool developed concurrently to the relicensing studies and is not included in this current scope/budget.

Phase 3 – Early Outreach and Engagement of Relicensing Participants

Early outreach and engagement will strengthen the City’s existing relationships and foster new communication pathways for this multi-year process. During the pre-application phase and prior to filing the PAD, Kleinschmidt will collaborate with Triangle Associates to develop the early outreach and engagement approach with relicensing participants. Kleinschmidt will review the plan with the City and implement the plan following City approval.

Task 3.1 Develop an Outreach Strategy and Stakeholder Identification

Kleinschmidt will work with the City to identify agencies, Tribes, and non-governmental organizations (NGOs) to be contacted as part of early information development to gain an understanding of their interests and levels of influence. As part of the stakeholder evaluation, Kleinschmidt will conduct a review of existing relationships and topics of concern in relevant resource areas in the region and will identify the key participants for this relicensing.

Task 3.2 Outreach and Early Engagement

Kleinschmidt proposes targeted early outreach and engagement with those relicensing participants identified in Task 3.1. There are many pathways for early engagement, and we propose a combination of virtual, in-person, and open house forums. Kleinschmidt proposes to present the same information to all relicensing partners regardless of the meeting forum to maintain consistency and transparency of the relicensing process.

These informal meetings will provide relicensing participants with a background of the FERC relicensing process, outline the general schedule and key dates for involvement and comment, and provide a general overview of the Upriver Project. Most importantly, the early engagement meeting(s) will also help identify data gaps in available resource information and provide insight into potential relicensing participant concerns.

Kleinschmidt has identified three key groups for early outreach: one that includes agencies, NGOs, and hydropower neighbors; another for Tribal Nations; and lastly, members of the public. Kleinschmidt has budgeted 12 virtual meetings (via Teams) to connect with individual agencies, NGOs, and neighboring hydroelectric power owners. Prior to contacting any Tribal Nations, Kleinschmidt and SWCA will coordinate with City staff responsible for tribal outreach. Following that coordination, Kleinschmidt and SWCA

will contact the Tribal Nations in the region and invite each Tribal Nation for a one-on-one, in-person meeting in Spokane. Alternatively, a virtual meeting may be scheduled if an in-person meeting is not feasible.

An open house for the public and other interested parties will be set up in Spokane, during which Kleinschmidt will prepare and provide a presentation in the evening (1.5 hours).

These early engagement meetings will also provide an opportunity for the City to solicit input on agency support of the relicensing process (ILP versus TLP). Kleinschmidt will review feedback received during these early engagement meetings and work with the City to ensure the most appropriate relicensing process is selected.

- Deliverables for this task:
 - Meeting materials for early outreach meetings:
 - Presentation materials describing the Project and tailored to typical relicensing participant concerns.
 - Facilitation and participation in a maximum of 12 (2-hour) virtual meetings with relicensing participants.
 - Facilitation of up to three 2-hour in-person meetings with various Tribal Nations in Spokane.
 - Facilitation and participation during the open house for the public.
 - Notes and summary of outreach events for consultation record.
 - Final recommendation to the City on appropriate licensing process to use.
- Assumptions affecting budget and level of effort:
 - The City does not intend to circulate an early draft of the PAD/NOI to stakeholders for review.
 - Teams meetings will be recorded to facilitate notes and action items.
 - Teams meetings will be attended by no more than five members of the consulting project team.
 - Coordination with City staff responsible for tribal outreach will require a maximum of 6 hours each for Kleinschmidt and SWCA. It is assumed all coordination can be accomplished virtually or by email or phone.
 - In-person meetings with Tribal Nations will include up to four members of the consulting project team.
 - For budgeting purposes, it is assumed that all three of the in-person meetings with Tribal Nations will take place in the same week.
 - For the open house, there will be a maximum of eight staff from the consulting project team in attendance.
 - Travel expenses are budgeted on a time and materials basis and will include one overnight stay.

- One virtual preparatory meeting is planned to review the agenda for relicensing stakeholders and anticipated City attendance.

Phase 4 – Pre-Application Document (PAD) and Notice of Intent (NOI)

The NOI and PAD form the basis for the FERC relicensing process. Therefore, it is important that the PAD thoroughly and clearly identifies the Project's resource attributes and outstanding questions. The NOI will include a request for the City to ask as the non-federal designee for consultation under both Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act.

As it is the foundational relicensing document, investment in a quality PAD has great benefit by providing participants and FERC with the necessary information to fully understand the Project from the City's perspective. Kleinschmidt will develop an outline for review and discussion prior to beginning work on the PAD.

- Deliverables for this task:
 - PAD outline.
 - Final Proposed Process Plan and Schedule.
 - Draft and Final NOI.
 - Draft and Final PAD.
 - Consultation Record.
 - Required newspaper notices.
- Assumptions affecting budget and level of effort:
 - Document reviews will be done using the Egnyte co-editing platform.
 - The City PM team will coordinate internal reviews by their legal team and other City staff and management.
 - Kleinschmidt will respond to two consolidated City reviews and comments on the PAD and NOI.
 - The City will make available all existing information, including:
 - electronic or (where necessary) hard copies of historical documents in their possession;
 - any electronic shapefiles or spatial data that reflect project boundaries, distribution of environmental attributes, or tax and parcel data;
 - existing FERC exhibits, including those that may be considered critical electric infrastructure information or privileged (executed contract should include necessary non-disclosure and confidentiality agreements);
 - dam safety documentation, including supporting design reports and supporting technical information; and

- any available terrain data, including LiDAR or bathymetry.
- All project staff, including from the City, will adhere to agreed-upon protocols for documenting consultation.
- Kleinschmidt will provide necessary legal notices for publication in newspapers of record; the City will be responsible for approving and placing the notices.

Phase 5 – GIS and Data Management

Task 5.1 Data Management and GIS Standards

This task involves developing a meta-data structure and data management approach for the team to ensure that all data collected and developed as part of relicensing are checked for thoroughness and accuracy and are in a format and condition to be used in the future.

- Deliverables for this task:
 - Data Standards Document outlining naming conventions, meta-data expectations, and folder structures.
 - QA/QC protocols and expectations for Kleinschmidt's SMEs and subcontractors.
 - ArcGIS database structure.
- Assumptions affecting budget and level of effort:
 - The City will provide any desired template standards, logo needs, or technical specifications for inclusion in Project standards for maps, figures, and exhibits.

Task 5.2 Upriver Spatial Data

Under this task, budget is provided to support Kleinschmidt PM staff and SMEs for initial collection of shapefiles and data layers that are typically needed for relicensing, including resource-specific layers, water features, terrain data, FERC Project boundary and Project facility locations, parcel data including land ownership, and linear features such as transmission lines and roads. These data will be included in the development of base layers for use in all phases of the project. This task also includes the production of maps and figures for the PAD, NOI, and outreach efforts.

- Deliverables for this task:
 - Maps and figures for PAD/NOI and outreach efforts.
- Assumptions affecting budget and level of effort:
 - The City will provide any desired template standards, logo needs, or technical specifications for inclusion in Project standards.
 - Kleinschmidt will produce up to 20 maps and figures for the PAD, with 1 revision per figure expected.

Phase 6 – Scoping Meeting or Joint Agency Meeting and Site Visit

Following the submittal of the NOI and PAD, the City will need to schedule an agency meeting and site visit within 30 days of the filing. Under the ILP process, FERC does much of the coordination and facilitation, while under the TLP, the City (with support from Kleinschmidt) will take the lead on the meeting. Regardless of the chosen process, this task typically includes a daytime meeting as well as an evening meeting to allow for both agency and public attendance. The Kleinschmidt team will help the City prepare a high-level presentation describing the Project for this meeting and will be available to answer questions should they arise.

- Deliverables for this task:
 - Preparation of meeting materials, including presentation for afternoon and evening meetings.
 - Maps and talking points for the site visit and tour.
- Assumptions affecting budget and level of effort:
 - The City will identify and secure the location for daytime and evening meetings.
 - A maximum of six members of the Kleinschmidt team will attend.
 - Travel expenses are budgeted on a time and materials basis and will include two overnight stays.
 - One preparatory meeting is planned to review the meeting agenda and materials.

Phase 7 – Scoping for Pre-Filing Phase

Project scope and deliverables can change based on data gaps and participant feedback. With this in mind, Kleinschmidt will revise the multi-year budget tool developed in Task 2.2 concurrent to the filing of the PAD and NOI. This budget will then form the basis of Task Order 2.

- Deliverables for this task:
 - Updated Risk Matrix (as needed).
 - Scope and budget for Task Order 2.
- Assumptions affecting budget and level of effort:
 - Task Order 2 (Q2 of 2026) will cover the following:
 - Project Management.
 - Draft/Proposed Study Plans.
 - Study Plan meeting(s).
 - Comment matrix (or preferred alternative) for PAD comments and study requests received.
 - Final/Revised Study Plans.

- Continued outreach.

Schedule and Cost of Services

The Proposed Scope of Work will be started immediately upon receipt of NTP, which is assumed to be June 15, 2025, with key documents and tasks provided per the following schedule in Table 1:

Table 1 Proposed Project Schedule and Costs

Phase/Task	Start Date	Costs
Expected Receipt of Notice to Proceed (NTP)	June 15, 2025	
Phase 1 – Project Management	NTP	\$60,500
Phase 2 – Project Initiation and Strategic Development	NTP	\$106,200
Task 2.1 – FERC 101	NTP	\$9,500
Task 2.2 – Site Visit and Strategic Workshop	30 days after NTP	\$77,200
Task 2.3 – Risk Matrix and List of Potential Studies	60 days after NTP	\$19,500
Phase 3 – Early Outreach and Engagement of Relicensing Participants	45 days after NTP	\$158,100
Task 3.1 – Develop an Outreach Strategy and Stakeholder Identification	45 days after NTP	\$32,200
Task 3.2 – Outreach and Early Engagement	60 days after NTP	\$125,900
Phase 4 – Pre-Application Document (PAD) and Notice of Intent (NOI)		\$146,500
Task 4.1 – Early Information/Data gathering	November 2025	\$23,900
Task 4.2 – Draft PAD/NOI	December 2025	\$66,500
Task 4.3 – Revised 2 nd Draft PAD NOI	February 2026	\$31,800
Task 4.4 – Final PAD/NOI and FERC Filing	April 2026	\$24,300

Phase/Task	Start Date	Costs
Phase 5 – GIS and Data Management	30 days after NTP	\$22,700
Task 5.1 – Data Management and GIS Standards	30 days after NTP	\$12,400
Task 5.2 – Upriver Spatial Data	30 days after NTP	\$10,300
Phase 6 – Scoping Meeting or Joint Agency Meeting and Site Visit	May 2026	\$50,300
Phase 7 – Scoping for Pre-Filing Phase	February 2026	\$11,000
Project Total		\$555,300

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis for the estimated cost of **\$555,300** (five-hundred and fifty-five thousand three hundred dollars). Of this total, \$437,900 would be spent in 2025, and the remaining \$117,400 would be spent in 2026.

The Cost of Services is calculated using Kleinschmidt's Standard Rates. Table 1 presents a breakdown of the costs we anticipate for each phase of the Proposed Scope of Work. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with the City and receiving authorization to proceed. Attachment B shows the hourly billing rates for 2025. Future rate sheets will be submitted annually for City review.

Terms and Conditions

The Proposed Scope of Work will be performed on a Time plus Expenses basis per the City's Standard Terms and Conditions. Kleinschmidt takes exceptions to the Standard Terms and Conditions as contained on the attached document, Kleinschmidt's Exceptions to The City of Spokane's Request for Qualifications #6256-24 – Terms and Conditions (Attachment C). Attachment D is Kleinschmidt's Method of Payment; any provisions in Attachment D that are inconsistent with the final Terms and Conditions will be voided in favor of the final Terms and Conditions.

Kleinschmidt appreciates the opportunity to assist the City of Spokane with this project. If you have any questions regarding this proposal, please call or email Shannon Luoma at 425-528-1614 or shannon.luoma@kleinschmidtgroup.com. Please return a countersigned copy of this proposal as your acknowledgement and concurrence with the Proposed Scope of Work, Schedule, Cost, and Terms and Conditions. Receipt of the countersigned copy will be our NTP. If the City issues a purchase order to authorize the work, please reference Kleinschmidt Proposal No. 5185001.00 in the purchase order and note that any terms and conditions on the purchase order are null and void. This proposal is valid for 90 days. Receipt of authorization after this date may require adjustments to project team, schedule of work, and/or budget requirements.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Shannon Luoma
Project Manager



Kelly Larimer
Project Director

SL: TVW

Accepted By:

CITY OF SPOKANE

Signature

Printed Name

Title

Date

Attachment A Emails dated March 5, 2025 and April 30, 2025

Attachment B 2025 Rate Schedule

Attachment C Exceptions to The City of Spokane's Request for Qualifications #6256-24 –
Terms and Conditions

Attachment D Method of Payment

cc: Proposal Distribution

ATTACHMENT A

EMAIL DATED MARCH 5, 2025
EMAIL DATED APRIL 30, 2025

Draft Outline for Upriver Project SOW

Task Order 1 (note italics indicates items not discussed in RFP Response)

- Project Management - Applies to all tasks (Also includes items listed in section 1.1.1 of RFP Response)
 - Management of the consultant team including oversight of scope, schedule, and budget
 - Developing and maintaining a timeline and schedule to meet relicensing or license surrender process deadlines, as required by FERC
 - Scheduling, coordinating, and managing/conducting meetings and work sessions (including conference calls, video meetings and in-person meetings requiring travel), required to meet FERC relicensing
 - Preparing materials in advance and coordinating necessary review of materials in advance of meetings and workshops
 - Preparing and distributing minutes and/or meeting artifacts
 - Monthly invoicing and progress reporting
 - Task status to date
 - Amount spent versus physical percent complete by task and overall project
 - Upcoming challenges and critical tasks
 - Deliverables - all formal documents are expected to include the following workflow, including time for City review, unless otherwise specified:
 - Outline
 - First Draft
 - Revised Draft
 - Final
 - Document editing, publication, and submission to FERC
- Outreach, Engagement, Consultation
 - Development and refinement of outreach/engagement/consultation strategy and communication needs for media and various external audiences and stakeholders
 - On behalf of City, prepare application for Designation as non-Federal Representative to conduct informal and formal consultation pursuant to Section 106 of the National Historic Preservation Act and other applicable agency regulations

- Identification of and consultation with applicable Federal, state, and local regulatory agencies
 - Identification of and outreach / engagement with Tribal Nations
 - Identification of and outreach / engagement with other stakeholders
 - Identification, filing applications, and acquisition of all required permits and approvals
- Project Initiation and Strategic Development (Pre-Application) (Also includes items listed in section 1.1.3 of RFP Response)
 - FERC 101
 - Strategic Planning Workshop / Site Visit
 - Upriver Dam documents and data request, acquisition, and organization
 - Establishment of information management system
 - Identify available City resources and decision-makers, risk drivers, public interests, and definition of successful outcome
 - Conduct gap analyses and make recommendations
 - Risk Matrix
 - Process Plan and Schedule
 - SharePoint Site Development
- Pre-Application Document (PAD) and Notice of Intent (NOI) (Section 1.1.4) of RFP Response)
 - Early Information Development / Outreach (Section 1.1.2 of RFP)
 - Draft PAD/NOI ~~and filing to FERC~~
 - Final PAD/NOI ~~and filing to FERC~~
 - Consultation Log
- *Data Management / GIS Systems*
- Scoping Meeting and Site Visit (ILP) or Joint Agency Meeting and Site Visit (TLP)
- Scoping for Pre-Filing Phase (Section 1.1.5 of RFP Response)

Task Order 2 (Pre-Filing) [Q2, 2026]

- Draft/Proposed Study Plan (Content of the Study Plan will be driven by FERC responses to the PAD and ongoing consultation with agencies, Tribes, and stakeholders)
 - Identify topics to be addressed in the Study Plan
 - Lead development of Study Plan in collaboration with City staff
 - File Proposed Study Plan to FERC
- Study Plan Meeting
- Final/Revised Study Plan

- File Proposed Study Plan and Revised Study Plan to FERC
- Lead implementation of Study Plan in collaboration with City staff
- Compile and summarize results from completed studies

Task Order 3 [Q1, 2027]

- Study Implementation
 - ~~○ Lead dialogue related to Protection, Mitigation, and Enhancement (PM&Es) measures. Prepare initial PM&E Proposal~~
- Progress Reporting
- Final Technical Reports
- Lead dialogue related to Protection, Mitigation, and Enhancement (PM&Es) measures. Prepare initial PM&E Proposal
- Draft License Application (Some content of the Application will be driven by FERC response to the Study Plan results, and ongoing consultation with agencies, Tribes, and stakeholders)
 - Lead internal and external review of DLA
 - Complete and file final DLA and **OR** Preliminary Licensing Proposal (PLP)
- Management Plans (if applicable)
- Draft Water Quality Certification (WQC) Application
- Final License Application
 - Incorporate comments from DLA/PLP, complete and file Final License Application (LA/FLA)
- Final WQC
- Scoping for Post-Filing Phase

Task Order 4 (Post-Filing) [Q2, 2029]

- Coordination During Application Processing
- Review outcome of FERC National Environmental Policy Act (NEPA) process
- Participate in settlement discussions with relevant parties
- Plan for compliance and implementation of new license

From: [St. Pierre, David](#)
To: [Shannon Luoma](#)
Cc: [Meyer, Jeremy L.](#); [Sakamoto, James](#); [Gennett, Raylene](#)
Subject: RE: SOW check in
Date: Wednesday, April 30, 2025 4:37:36 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[SpokaneClimateElement_EngagementPlan_Final_Draft_Aug2024.pdf](#)

Hi Shannon,

Finally got all the comments put together! See below and let me know if you have any questions.

Phase 1:

1. Add the workflow for city review of documents (Outline, First Draft, Revised draft, Final) so that review expectations are clear.
2. We'll need you to prepare the application for designation as non-Fed representative (if applicable).
3. The language regarding a relicensing website is a bit inconsistent; the first mention says "Kleinschmidt intends to work with the city to develop a separate public relicensing webpage linked to the City's website." The last bullet under this Phase says, "The City will be responsible for an outward-facing webpage linked to the City's website and for making periodic updates to this webpage." The city proposes to manage the webpage with materials to post provided by Kleinschmidt on the city website. Kleinschmidt will provide all the information necessary for posting to webpage (pdf's, exhibits, documents, written material, etc.) with review of materials by the city prior to posting. Revise the language as follows:
 - a. Kleinschmidt intends to work with the City **to develop a separate public relicensing webpage linked to the City's website** **develop website content for a public-facing relicensing webpage within the framework of City's website and hosted on the City's network.** This is often appropriate and helpful for communicating with relicensing participants. This resource offers background information and documents ready for public review and comment, keeping the public and other relicensing participants up to date on project details.
 - b. The City will be responsible for an outward-facing relicensing webpage **linked to the City's website** **hosted on the City's network and website,** and for making periodic updates to this webpage. Kleinschmidt will provide final documents to the City for posting.
4. KA will develop a team org chart, or possibly a RACI diagram or equivalent, which details the roles and responsibilities around project management, as well as decision-making authority/process. This doesn't have to be super-complicated, just super-clear. It should include all the key participants at KA and proposed sub-contractors/consultants, any City department, as well as outside legal counsel. A key consideration is where the City will want

KA (or subs) to be the contact with an entity, and where the City wants to play that role directly. There are probably some contacts that should be engaged directly by City representatives, even if periodically. (This could be drafted before and modified by and codified as a part of Phase 2, a bit more detailed than the Communications Protocol noted.) Some items that may seem small need to be specified, such as media contacts - we would want any media questions to be referred to the city. This is something we will develop after the contract is awarded and shouldn't be a huge lift, but you'll need to have some time accounted for developing this. Our expectation is that KA will develop the chart, and the city will fill in the city roles on the document that KA provides.

Phase 2:

1. 2.2 - A one-day combination of site visit and strategy session may not be enough. I suspect that at the end of the session, there will be unanswered questions to resolve. Let's plan for a day and a half, with a site visit and a start to the strategy day one, and then a half day to continue the strategy part on the second morning. I know that adds expenses but given there are few in-person planned meetings at the start, I think it's worth investing in that time to help establish the team.
2. 2.3 - The risk matrix will need to be developed under instruction by City legal counsel, as it will be an ongoing deliberative document. Plan for some coordination with legal.

Phase 3:

1. 3.2 - Plan for twelve 2-hour virtual meetings instead of eight. I think we should only need eight meetings, but I want a couple extra hours in case something comes up that requires more effort.
2. 3.2 - We have a city tribal outreach/engagement program that is ongoing with our planning department. We will need to coordinate our tribal outreach efforts with them. Plan on 6 hours of coordination time with our city tribal outreach folks. I have attached a copy of our draft (climate) outreach program so you can see the direction we are headed. The dam project is a little different as we won't be doing all the items within that outreach program but if we have overlap, we will need to make sure we are all messaging the same message and being somewhat consistent with our engagement process.

One other item to note, I have cc'd Jeremy Meyer. He is taking over as the Plant Manager for the Upriver Dam and Doug Greenlund has stepped back into his old position. Please include Jeremy on all future communications.

Thanks,

David



David St Pierre, P.E. | City of Spokane | Principal Engineer – CDSE, Water & Hydroelectric Engineering

Phone 509.742.8165 | Cell 509.385.5446 | Fax 509.625.7816 | dstpierre@spokanecity.org | spokanecity.org



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From: Shannon Luoma <Shannon.Luoma@Kleinschmidtgroup.com>

Sent: Wednesday, April 30, 2025 10:05 AM

To: St. Pierre, David <dstpierre@spokanecity.org>

Subject: RE: SOW check in

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Okay great, thanks!

Happy to start revisions with most of the comments I'm just getting nervous on making the next City Council meeting as we're starting get go tight with the schedule to get things going. With regard to the webpage, we can support however you all want, but it is typical for the site to be hosted on the licensee's site as that's where participants will likely head to when looking for information.

For costs, yes we did include some rough estimates for travel for each of the identified in-person meetings.

Thanks!

Shannon Luoma

Licensing and Regulatory Project Manager

Office: 425.528.1614

www.KleinschmidtGroup.com

From: St. Pierre, David <dstpierre@spokanecity.org>

Sent: Wednesday, April 30, 2025 9:53 AM

To: Shannon Luoma <Shannon.Luoma@Kleinschmidtgroup.com>

Subject: Re: SOW check in

Hi Shannon,

I've got all comments put together except for one that I need from our communications department. Trying to get feedback from them about the webpage and how big or small a role we want to take on that. I pinged her again this morning so hopefully she gets back

to me soon.

In the meantime, I do have one question regarding the travel costs. I know we will pay for actual costs that are incurred but did you include / bake in an estimate of those costs in the cost proposal?

Thanks,

David

Sent from my iPhone

On Apr 30, 2025, at 9:37 AM, Shannon Luoma
<Shannon.Luoma@kleinschmidtgroup.com> wrote:

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi David!

Just checking in to see how it's going

Thanks!

Shannon Luoma
Licensing and Regulatory Project Manager
<[image001.jpg](#)>

Office: 425.528.1614
www.KleinschmidtGroup.com

ATTACHMENT B

2025 RATE SCHEDULE

KLEINSCHMIDT ASSOCIATES
2025 RATES (USD)

LABOR CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
Principal Consultant F1	\$320.00
ENGINEERS	
Senior Engineering Advisor E7	\$295.00
Senior Engineering Consultant E6	\$267.00
Senior Engineer E5	\$220.00
Project Engineer E4	\$196.00
Engineer E3	\$184.00
Staff Engineer E2	\$163.00
Engineer Technician E1	\$124.00
LICENSING COORDINATORS/PLANNERS	
Senior Regulatory/Planner Advisor L/P7	\$295.00
Senior Licensing Coordinator/Planner L/P6	\$236.00
Project Licensing Coordinator/Planner L/P5	\$193.00
Licensing Coordinator/Planner L/P4	\$168.00
Staff Licensing Coordinator/Planner L/P3	\$144.00
Associate Licensing Coordinator/Planner L/P2	\$125.00
Licensing Coordinator/Planner Technician L/P1	\$102.00
SCIENTISTS	
Senior Science Advisor S7	\$285.00
Senior Scientist S6	\$224.00
Project Scientist S5	\$190.00
Scientist S4	\$162.00
Staff Scientist S3	\$143.00
Associate Scientist S2	\$114.00
Scientist Technician S1	\$98.00
PROJECT AND PROGRAM MANAGEMENT	
Project Director	\$310.00
Senior Project Manager	\$282.00
Project Manager	\$237.00
Senior Support Staff A7	\$237.00
Project Controller A6	\$196.00
Senior Project Coordinator or Administrator /Accountant A5	\$158.00
Project Administrator or /Accountant A4	\$137.00
Administrative Staff A3	\$118.00
Associate Administrative Staff A2	\$100.00
Office Assistant A1	\$90.00
DESIGNERS/DRAFTERS	
Lead Designer D5	\$180.00
Senior Designer D4	\$164.00
Designer D3	\$143.00
Senior Drafter D2	\$123.00
Drafter D1	\$107.00

Effective January 1, 2025

ATTACHMENT C

EXCEPTIONS TO THE CITY OF SPOKANE'S REQUEST FOR QUALIFICATIONS #6256-24 – TERMS AND CONDITIONS

30. USE OF RECYCLED PAPER

All reports prepared by the Firm for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

31. WORKPLACE LISTING

The Firm will provide a list of all workplaces under this contract. The Firm will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

32. SALARY RATE

Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Firm's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.

Referenced CFR refers to EPA grants and doesn't seem applicable. Federal pay schedules no longer include GS-18 rates, GS-18 rates have been rolled into to ES-3 rates. 2024 ES-3 base rate is \$204,000/ year unless it is for an agency with Certified Appraisals raising the rate to \$221,000. Base rates typically have increases for "Locality". Please confirm the rate the City of Spokane is using for this provision.

ATTACHMENT D

METHOD OF PAYMENT

KLEINSCHMIDT ASSOCIATES

METHOD OF PAYMENT

1. Client may pay Kleinschmidt either on a negotiated Lump Sum basis or Hourly Rate basis, as defined in the Work Authorization and agreed by the *Client* and Kleinschmidt in writing.
2. Client agrees to pay Kleinschmidt for Services the amounts quoted in the Proposal or Work Authorization, in accordance with the compensation terms laid out in the contract. Kleinschmidt agrees not to exceed the estimated consulting costs as stated in the proposal without explaining the need to the Client and obtaining the Client's authorization to proceed.
3. For Lump Sum projects, Kleinschmidt will invoice monthly as a percent complete of the project or Work Authorization, unless otherwise defined in the Work Authorization.
4. For Time and Materials, or Hourly Rate projects, Kleinschmidt will invoice monthly for all employee time at the hourly billing rate currently in effect, times a number of hours worked on the project plus subconsultant fees and expenses as described below. Client agrees to pay for expert testimony and direct preparation for testimony in any litigation, arbitration, or other legal or administrative proceeding at 150% of the standard billing rates with a minimum daily charge based upon an 8-hour day, plus Reimbursable Expenses.
5. For any projects where expenses are invoiced separately from labor, the following apply:
 - a. Client agrees to pay Kleinschmidt a 15 percent markup for subconsultant services.
 - b. Client agrees to pay 3 percent of labor costs for telecommunications (e.g., phone, data transmission and storage, fax, conference and video conference, data security).
 - c. Client agrees to pay for specialized computer programs, field equipment, and other unit charges (e.g., photocopies, mileage, photos, drawing reproductions, CD preparation, SharePoint hosting) according to the current rates in effect.
 - d. Client agrees to pay any other reimbursable expenses actually incurred by Kleinschmidt at cost.



CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

REQUEST FOR QUALIFICATIONS

<u>RFQu NUMBER:</u> 6256-24	<u>PROPOSAL DUE DATE:</u> MONDAY, DECEMBER 9, 2024
<u>RFQu TITLE:</u> Upriver Dam Federal Energy Regulatory Commission Relicense Consulting Services	<u>TIME:</u> 1:00 P.M.
<u>RFQu COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department	<u>PROPOSAL SUBMITTAL:</u>
<u>QUESTION DEADLINE:</u> THURSDAY, NOVEMBER 21, 2024	All Proposals shall be submitted electronically through the ProcureWare online procurement system portal:
<u>TIME:</u> 3:00 P.M.	https://spokane.procureware.com by the due date and time.

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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City of Spokane (hereinafter “City”) shall be with the Request for Qualifications Coordinator and submitted through the ‘Clarifications’ tab in the City’s online procurement system portal: <https://spokane.procureware.com>. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City is initiating this Request for Qualifications (hereinafter “RFQu”) to solicit Proposals from Firms qualified with experience in the Federal Energy Regulatory Commission (FERC) hydropower licensing process. The Upriver Dam is a 17.7 megawatt (MW) Hydroelectric Project (Upriver Dam) and is currently operating under FERC license P-3074 which will expire in May 2031. The original license was issued June 4, 1981 and amended March 27, 1998. A relicensing process is necessary to be able to continue to operate the licensed facility. No expansion of the existing generating capacity is anticipated. A potential contract resulting from this RFQu will provide consulting services to support the regulatory processes associated with relicensing.

1.3 MINIMUM QUALIFICATIONS

The Proposer (Firm submitting a Proposal) must have ALL of the following experience:

1. Implementation of relicensing for at least one (1) hydroelectric facility, using the same FERC Licensing Process (Integrated, Traditional, or Alternative) that Proposer advises for Upriver Dam, completed within the last two (2) years.
2. Implementation of relicensing for at least one hydroelectric facility, categorized as major (> 10 MW), completed within the last five (5) years or under contract and in progress.
3. Implementation of relicensing for at least one (1) hydroelectric facility, in the State of Washington, completed within the last ten (10) years or under contract and in progress.

The Proposer may team with other Firms or retain Sub-consultants to meet the minimum qualifications and deliver the services desired by the City.

Note: In order to enter into a contract, the Firm must be licensed to do business in the State of Washington.

1.4 CONTRACT PERIOD

Any contract resulting from this RFQu will be begin upon authorization and be effective through December 31, 2031. Contract may be extended if needed upon mutual agreement.

1.5 ADDENDA

It is the responsibility of Proposers to check the City’s online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Qualifications.

1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFQu are included herein by reference and attached to this RFQu as Attachment 1.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question deadline	11/21/2024 – 3:00 p.m.
Proposals due	12/9/2024 – 1:00 .m.
Evaluation, Negotiation, and Award	December, 2024 / January, 2025
Begin contract work	January, 2025

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFQu include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFQu.

Firm – Consultant, Individual, Company, Joint Venture Team, or Partnership, including any Sub-consultants that will be considered for entering into a contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Firm submitting a Proposal in order to attain a contract with the City.

FERC – Federal Energy Regulatory Commission.

Request for Qualifications (RFQu) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQu is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

Project - Consulting services to support the regulatory processes associated with FERC relicensing.

NOI / PAD - Notice of Intent / Pre-Application Document

2. SCOPE OF SERVICES

2.1 OVERVIEW

The formal relicensing process takes five to seven years and will commence in 2025, with the first deadline of submission of materials to FERC by May, 2026, as indicated in the September 9, 2024 letter from David Turner, included with this RFQu as Attachment 2. Any contract awarded through this RFQu is anticipated to begin with the early stages of planning and preparation and extend through completion of the process resulting in a new license issued upon the May 2031 expiration date of the existing license. The City seeks a driven and strategic leader to support its relicensing efforts. The Firm, under contract, will lead the development of strategic plans, schedules, processes, and tracking tools for FERC relicensing and play a key role in coordinating and negotiating with regulators, Tribal Nations, and other stakeholders. The City anticipates the work will be conducted in three phases as described in Paragraph 2.2 of this RFQu. Proposals are solicited to complete all aspects of the relicensing process.

2.2 KEY DATES FOR THE RELICENSING PROCESS

The City anticipates the following timeline:

Pre-Application Phase (January 2025 – May 2026)

- Strategic plan development, outreach, and consultation
- Submission of Notice of Intent (NOI)/ Pre-Application Document (PAD) to FERC

Pre-Filing Phase (May 2026 – May 2029)

- Study development, implementation, reporting
- Draft License Application, Preliminary Licensing Proposal
- Submission of Final License Application to FERC

Post-Filing Phase (May 2029 – May 2031)

- FERC National Environmental Policy Act Process
- License expires

2.3 SCOPE OF WORK

The City believes the Integrated Licensing Process (ILP) is the appropriate approach for Upriver Dam. The scope of work for completion of the **Pre-Application** Phase will be established in greater detail during contract negotiation with the successful Proposer. The Firm, under contract, will then be expected to work closely with designated City personnel to complete the work.

The scope of work, fee, and schedule for each subsequent phase will be negotiated. Before completion of the **Pre-Application** Phase, the Firm will coordinate with the City to develop the detailed scope of work of the **Pre-Filing** Phase. No work associated with the **Pre-Filing** Phase will begin without written approval from the City. Likewise, before completion of the **Pre-Filing** Phase, the Firm, under contract, will coordinate with the City to develop the detailed scope of work of the **Post-Filing** Phase. No work associated with the **Post-Filing** Phase will begin without written approval from the City. The Firm, under contract, will be expected to work closely with designated City personnel to complete the work in all phases.

The City plans to engage the Firm for the following services:

Elements That Apply to All Phases

0.1: Project Management

- Management of the consultant team including oversight of scope, schedule, and budget
- Developing and maintaining a timeline and schedule to meet relicensing or license surrender process deadlines, as required by FERC
- Scheduling, coordinating, and managing/conducting meetings and work sessions (including conference calls, video meetings and in-person meetings requiring travel), required to meet FERC relicensing
- Preparing materials in advance and coordinating necessary review of materials in advance of meetings and workshops

- Preparing and distributing minutes and/or meeting artifacts
- Monthly invoicing and progress reporting
 - Task status to date
 - Amount spent versus physical percent complete by task and overall project
 - Upcoming challenges and critical tasks
- Deliverables - all formal documents are expected to include the following workflow, including time for City review, unless otherwise specified:
 - Outline
 - First Draft
 - Revised Draft
 - Final
- Document editing, publication, and submission to FERC

0.2: Outreach, Engagement, and Consultation

- Development and refinement of outreach/engagement/consultation strategy and communication needs for media and various external audiences and stakeholders
- On behalf of City, prepare application for Designation as non-Federal Representative to conduct informal and formal consultation pursuant to Section 106 of the National Historic Preservation Act and other applicable agency regulations
- Identification of and consultation with applicable Federal, state, and local regulatory agencies
- Identification of and outreach / engagement with Tribal Nations
- Identification of and outreach / engagement with other stakeholders
- Identification, filing applications, and acquisition of all required permits and approvals

Pre-Application Phase (January 2025 – May 2026) Elements

1.1: Strategy Development

- Upriver Dam documents and data request, acquisition, and organization
- Establishment of information management system
- Identify available City resources and decision-makers, risk drivers, public interests, and definition of successful outcome
- Conduct gap analyses and make recommendations

1.2: NOI / PAD

- Completion of 80% NOI/PAD for City review including coordination of regulatory agency consultation and stakeholder and tribal review
- NOI/PAD completion and filing to FERC

1.3: Scoping for Pre-Filing Phase

Pre-Filing Phase (May 2026 – May 2029) Elements

2.1: Study Plan

Content of the Study Plan will be driven by FERC responses to the PAD and ongoing consultation with agencies, Tribes, and stakeholders.

- Identify topics to be addressed in the Study Plan
- Lead development of Study Plan in collaboration with City staff
- File Proposed Study Plan and Revised Study Plan to FERC
- Lead implementation of Study Plan in collaboration with City staff
- Compile and summarize results from completed studies

2.2: License Application

Some content of the Application will be driven by FERC response to the Study Plan results, and ongoing consultation with agencies, Tribes, and stakeholders.

- Lead dialogue related to Protection, Mitigation, and Enhancement (PM&Es) measures. Prepare initial PM&E Proposal.
- Complete Draft License Application (DLA)
- Lead internal and external review of DLA
- Complete and file final DLA and Preliminary Licensing Proposal (PLP)
- Incorporate comments from DLA/PLP, complete and file Final License Application (LA/FLA)

2.3: Scoping for Post-Filing Phase

Post-Filing Phase (May 2029 – May 2031) Elements

3.1: Coordination During Application Processing

- Review outcome of FERC National Environmental Policy Act (NEPA) process
- Participate in settlement discussions with relevant parties
- Plan for compliance and implementation of new license

2.4 DELIVERABLES

All deliverables and resulting work products from this contract will become the property of the City of Spokane. As such, the Firm including any Sub-consultants, under contract, grant the City the right to copy and distribute (in all media and formats) project deliverables for regulatory, certification, recognition, program development, public education, and/or for any purposes at the sole discretion of the City.

2.5 WORK PERFORMED BY THE CITY/OTHERS

The City will assign a Project Manager to oversee the Firm's work and provide support as needed. Additional services to be provided by City staff will be defined during contract negotiation. Services to be provided by City staff are anticipated to include:

- Limited field data collection, particularly water quality
- Access to field sites
- Historical documentation and data
- Management of internal document review and comment compilation
- Meeting scheduling coordination with successful Proposer
- Elected official briefings and City Council approval processes
- Engagement with FERC staff
- Engagement with City Attorney and contracted legal counsel
- Negotiation and development of settlement agreements

2.6 PLACE OF PERFORMANCE

Contract performance will take place primarily at the Firm’s facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location, or any combination thereof.

2.7 DEADLINES FOR DELIVERABLES

The City anticipates the Firm will begin work immediately upon contract execution. Submittal deadlines for final deliverables to the City will be defined during contract negotiations. Period of performance will end December 31, 2031.

3. UPRIVER DAM HYDROELECTRIC PROJECT DESCRIPTION AND FEATURES

The Upriver Dam Hydroelectric Project (Upriver Dam) is in Spokane County, Washington, approximately 5 miles upstream (east) of the City of Spokane. Upriver Dam is on the Spokane River approximately 15 miles west from the Washington-Idaho border. Upriver Dam occupies approximately 55 acres and is in northeast quarter of Section 11, Township 25 North, Range 43 East W.M. (ArcGIS, 2021) at Latitude 47° 40’ 53” N, Longitude 117° 19’ 56” W (Google Earth Pro, 2021) at approximately river mile 80 (Washington Geospatial Open Data Portal, 2014) of the Spokane River. The City is the licensee and owner of Upriver Dam, which is operated by the City’s Water Department. Upriver Dam’s purpose is to provide power to the City’s nearby well pumps to lift water from the local aquifer for the municipal water supply, with excess produced power sold to the local power company through a Power Purchase Agreement (PPA). Water Department staff located at Upriver Dam perform the duties and responsibilities required by the FERC license and the PPA. As a run-of-river dam, the reservoir is operated at normal pool year-round. The principal spillway is classified as a “high” hazard dam by the FERC. An aerial image of Upriver Dam shown in Figure 3-1. Other key features are summarized in Table 3-1.



Figure 0-1 Upriver Dam Features

Table 0-1 Upriver Dam Information Summary

Feature	General Data
Concrete gravity dam with ogee-crested spillway, machinery deck, upstream seepage cut-off apron, downstream aprons with baffle blocks	1936 construction, 38 ft height, 725 ft total length including abutments and fuse plug, 208 ft spillway length, 128 ft width between stop log slots at upstream face and downstream edge of secondary apron; energy blocks replaced and secondary apron topping slab and drains added 2016
Eight (8) Tainter gates	1936 construction, steel, 26-ft wide by 17-ft high; gate hoist assemblies reconditioned 2014; cable hoists replaced 2019
Auxiliary spillway with fuse plug	1986 construction, 150 ft length, 12 ft height at pilot channel, 20 ft top width, 106 ft base width
Non-overflow structural closure sections at spillway dam	1936 construction left and right abutments; 1986 reconstruction with Mechanically Stabilized Earth (MSE) walls
Power canal	1936 construction and 1986 reconstruction, 1600 ft length, 180 ft width, 30 ft depth; fully lined with concrete filled Fabriform
Non-overflow structural closure sections at forebay	Powerhouse No. 1 (1936), Powerhouse 2 (1985); left, right, and center closure sections reconstructed with MSE walls (1986)
Capacity	58,000 cfs spillway capacity at normal pool, ~ 88 acres surface area, ~ 3,000 ac-ft storage; 85,000 cfs Inflow Design Flood; 106,000 cfs total capacity at zero freeboard and activated fuse plug; 150,000 cfs adopted Probable Maximum Flood

4. PROPOSAL CONTENT

4.1 PREPARATION OF PROPOSAL

Proposals shall be prepared with the most favorable terms that can be proposed. There is not a “best and final offer” procedure. Proposals must be clear, succinct, and not exceed twenty (20) pages. Pages shall be formatted to 8.5” x 11” or 11” x 17” with the latter counting as two pages. Page orientation (portrait versus landscape) is at the discretion of the Proposer. All fonts shall be at least 11-point. Incidental text appearing in graphics and labels for charts are not subject to this requirement. **Section dividers, title page, table of contents, cover letter, organizational charts, and resumes do not count in the overall page count of the Proposal.** Proposers who submit more than the pages indicated may not have the additional pages of the Proposal read or considered. Proposals shall be clear, concise, in sequential order and titled as: Letter of Submittal, Technical Proposal and Management Proposal.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed Sub-consultants:

- A. Name, address, principal place of Firm, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Confirmation that Firm meets minimum qualifications identified in Part 1 “General Information”, Paragraph 1.3 “Minimum Qualifications”.
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City’s requirements and an approach for all phases of the work to relicense Upriver Dam.

- A. Provide a description of services and activities necessary to execute tasks during each phase of the project. Describe the proposed work products that will result from each task or activity and the estimated timeframe. Identify points of input and review with City staff.
- B. Based on the Proposer’s expertise and experience with similar projects, demonstrate how the Proposer will effectively complete the project.
- C. If applicable, discuss any unique aspects of the project or special considerations related to the City or to external factors. The City believes the Integrated Licensing Process (ILP) is the appropriate approach for Upriver Dam. Proposers are encouraged to advise on this approach or propose one of the other FERC Relicensing Process choices, with supporting reasons. Proposer may also present any other alternative approaches that may be appropriate and may provide any pertinent supporting documentation.

4.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include the project team, the Proposer's capabilities, qualifications, a description of the Proposer's internal governance and its ability to complete the scope on time and within budget. Proposers shall commit that key personnel identified in its Proposal will perform the assigned work.

- A. Explain and provide documentation of how Proposer meets the minimum qualifications as identified in Part 1 "General Information" Paragraph 1.3 "Minimum Qualifications".
- B. Details and/or an organizational chart describing project team, lines of authority, and responsibility.
 - 1. Identify the principal who will have prime responsibility and authority for the work, and their involvement in the project.
 - 2. Identify a project manager who will be responsible for the day-to-day management of project tasks and will be the primary point of contact with the City, if different than the principal. Describe the project manager's experience with similar projects and with managing and leading interdisciplinary teams. List other projects the proposed project manager would be assigned to during the period of performance of this project.
 - 3. Include Sub-consultant relationships to Proposer's staff and to the project
 - 4. Include resource allocations to the project by approximate number of people and percentage of each labor category
 - 5. Include names, roles, and responsibilities of key personnel including any Sub-consultants, and show percentage of time each key personnel will devote to the project
 - 6. Identify similar projects, if any, in which the key personnel worked together on the same project team
- C. Provide resumes of key personnel who will be performing the work on this project, including any Sub-consultants, that demonstrate their directly relevant experience on similar or related projects, educational background, professional development, and any other relevant information that shows the individual can successfully perform the work outlined in this RFQu. Resumes shall be limited to 2 pages per person.
- D. Describe internal procedures and/or policies associated with work quality, cost, and schedule control. Provide any history of proactively anticipating problems and constraints. Describe Proposer's change management approach and include any required involvement by City staff.
- E. Describe similar projects performed by key personnel listed above within the last 10 years, which best characterize Proposer's capabilities, work quality, and ability to perform the services needed under this RFQu. For each project mentioned, include the name, address, email address, and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which the Proposer worked in an auxiliary capacity or in a joint venture or partnership, include the name and contact information of the lead. The Proposer grants permission to the City to contact the list provided.

5. PROPOSAL SUBMISSION AND EVALUATION

5.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted electronically through the City's online procurement system portal: <https://spokane.procureware.com> by the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
6. Skip "Pricing Form" tab since no pricing is requested or allowed on a RFQu.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

5.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Proposals will be evaluated including the overall completeness, quality of content, and ability to follow instructions demonstrating attention to detail as part of Technical and Management scoring. Point scores are preliminary scores for evaluation review to determine ranking. The City, at its sole discretion, may elect to select the top-scoring Proposers as finalists for an oral presentation and evaluation. Commitments made by the Proposer at the oral interview will be considered binding. The RFQu Coordinator may contact the Proposer for clarification of any portion of their Proposal.

5.3 EVALUATION SCORING

The Proposer and Proposal will be evaluated as follows:

Evaluation Criteria Elements	Possible Points
Qualifications Meets minimum requirements described in Section 1.3	P/F
Overall Proposal Completeness, quality of content, and ability to follow instructions demonstrating attention to detail is considered and included as part of Technical and Management categories.	
Technical Proposal	
Demonstrates pathway(s) to effectively complete the project	20
Approach seeks to understand City's organizational culture, identify/define City's risk appetite, and elicit desired relicensing outcomes	20

Evaluation Criteria Elements	Possible Points
Ability to leverage existing relationships, FERC process expertise, knowledge of potential issues, and/or unique capabilities that position Proposer as the best candidate	10
Management Proposal	
Project team capabilities	20
Responsiveness to content requested in Section 4.4 of this RFQu	20
Proposer's performance on similar projects	10
Grand Total for Proposal	100

5.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFQu does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFQu may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFQu. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the Proposer whose Proposal is the most favorable to the City including, but not exclusively, consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

6. GRANT REQUIREMENTS

Federal grant funding may be used. Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work. Due to the length of the contract, it is unknown what specific type of federal or state funding may be used in the future.

7. RFQu ATTACHMENTS

Attached to this RFQu and incorporated herein by reference are the following background documents:

Attachment 1 – Terms and Conditions

Attachment 2 – September 9, 2024 letter from David Turner (FERC) to Jeanne Finger (City)



*We provide practical **solutions** for complex renewable energy, water, and environmental projects.*

May 12, 2025

Via Electronic Mail

Jeremy Meyer
City of Spokane - Upriver Dam
2701 N. Waterworks St.
Spokane, WA 99202

Proposal for Consulting Services (No. 5185001.00)
Upriver Dam Federal Energy Regulatory Commission Relicense Consulting Services

Dear Mr. Meyer:

Kleinschmidt Associates (Kleinschmidt) presents this proposal as a follow-up to the City of Spokane's (City) Request for Qualifications – Upriver Dam Federal Energy Regulatory Commission (FERC) Relicense Consulting Services (RFQ), dated November 5, 2024. On February 11, 2025, the City stated it had selected Kleinschmidt as its intended consultant, subject to successful contracting; the City has requested a cost-proposal for the first stage of consulting services, referred to hereafter as Task Order 1, through the filing of the Pre-Application Document (PAD) and Notice of Intent (NOI) and beginning the development of the Study Program, which is largely driven by a consultation process with stakeholders and which may include FERC, depending on the licensing process selected. The Scope of Work is to cover consulting activities related to the first stage of relicensing of the Upriver Project (Project), FERC No. P-3074, and the contract will serve as a Master Services Agreement for all remaining licensing activities.

Proposed Scope of Work

Based on our understanding of the services requested and described in Kleinschmidt's response to the RFQ, we have developed the following Scope of Work, with some modifications as described below. Schedule and costs for each phase and (where applicable) tasks are presented in Table 1 in the following section. This Scope of Work has been developed to be consistent with feedback provided by emails dated March 5, 2025, from Mr. Doug Greenland (Attachment A) and dated April 30, 2025, from David St. Pierre (Attachment A), unless otherwise noted therein.

Phase 1 – Project Management

Kleinschmidt will be responsible for project progress and communication through the management of project logistics, schedule, and resources. This includes coordinating meetings; developing presentation materials and notes; recording meetings (if necessary);

contacting agencies, other relicensing participants, and FERC regarding meetings; and strategic planning on any agency/relicensing participant group meetings. When possible, meetings will be virtual (e.g., via Teams) to control costs. Kleinschmidt will develop templates and outlines for all FERC deliverables and submit them for review and approval by the City prior to initiating any writing. For all Project deliverables, the workflow for City review will be as follows: outline; first draft; revised draft; and final.

Kleinschmidt will work closely with the City to develop, implement, and maintain a secure cloud-based system to assist in document control, data management, and quality assurance/quality control (QA/QC); share meeting notes and/or recordings; post internal protocols (e.g., communication, document review); and manage user access (e.g., public versus confidential materials). During initial calls with the City, Kleinschmidt will also review Project logistics, such as City procedures and protocols regarding communication, safety, review cycles, document control, and any other critical processes the City has established. Kleinschmidt intends to work with the City to develop website content for a public-facing relicensing webpage within the framework of the City's website and hosted on the City's network. This is often appropriate and helpful for communicating with relicensing participants. This resource offers background information and documents ready for public review and comment, keeping the public and other relicensing participants up to date on project details.

Kleinschmidt will develop a draft roles and responsibility (RAR) matrix defining project management tasks, including decision-making authority/process specific to key participants from the Kleinschmidt Team, any City department, as well as outside legal counsel. The City will identify City-specific roles and responsibilities and provide necessary contact information. This document will be developed in Phase 1, and further refined after Task 2.2.

Following the Notice to Proceed (NTP), Kleinschmidt will coordinate a kickoff meeting between both the City's project management (PM) team and the Kleinschmidt PM team to discuss the logistics outlined in this phase.

- Deliverables for this phase:
 - Virtual kickoff meeting with up to three Kleinschmidt staff and the City PM team.
 - Monthly invoicing that will include accounting of labor and expenses, by task.
 - Agendas and summaries of decisions and action items for biweekly coordination meetings with the City.

- Cloud-based collaborative sharing and document management platform (Egnyte).
 - Draft and Final RAR matrix
- Assumptions affecting budget and level of effort:
 - Duration for this phase under Task Order 1 is 55 weeks (May 12, 2025, through May 31, 2026), through the filing of the FERC scoping and site visit (if proceeding with the Integrated Licensing Process [ILP]) or Joint Agency Meeting (JAM) and site visit (if proceeding with the Traditional Licensing Process [TLP]).
 - Internal PM tasks incorporated into this budget include monthly invoices, contract setup and budget tracking, the development and implementation of a quality management plan, and internal team meetings to maintain project progress as needed.
 - All internal working documents will be stored on Kleinschmidt's Egnyte platform for uploading materials and collaborative editing; Kleinschmidt will manage permissions as necessary to provide access to the City; at the City's request, the team may also use SharePoint with no impact to cost.
 - Kleinschmidt discourages "offline editing"; estimates for developing and revising materials assume that Kleinschmidt is receiving a single, consolidated document with the City's comments at each round of review.
 - The City will be responsible for an outward-facing relicensing webpage hosted on the City's network and website and for making periodic updates to this webpage. Kleinschmidt will provide final documents to the City for posting.

Phase 2 – Project Initiation and Strategic Development

Task 2.1 FERC 101

Following the initial kickoff, Kleinschmidt proposes a virtual FERC 101 meeting that will serve primarily as an education opportunity, allowing Kleinschmidt to present fundamental concepts of the FERC relicensing process to the City and begin collecting feedback from the City on its key areas of interest. An area of focus for the presentation will be elaboration on key process choices (ILP versus TLP) available for relicensing that will have ramifications on costs and level of risk. Following the FERC 101 meeting, Kleinschmidt will prepare an outline of the preliminary relicensing schedule based on FERC deadlines, identify critical pathways, and establish a schedule for routine project status updates from Kleinschmidt to the City, such as setting biweekly meetings to start.

- Deliverables for this task:
 - FERC 101 presentation.
 - Preliminary schedule for key milestones and project check-ins.

- Questionnaire for the City to prepare for the Strategic Planning workshop.
- Assumptions affecting budget and level of effort:
 - FERC 101 held via Teams (virtual).
 - Teams meeting to be recorded to facilitate notes and action items.
 - FERC 101 presentation will last 1.5 hours.
 - Up to three Kleinschmidt staff in attendance.
 - One preparatory meeting to prepare for the meeting and discuss anticipated City attendance.
 - The City will provide an anticipated attendance list with roles and responsibilities, including contact information.

Task 2.2 Site Visit and Strategic Workshop

The next major step in this relicensing effort is strategic planning, via an in-person meeting with key Kleinschmidt staff and management from the City. Kleinschmidt proposes a 1.5-day strategic planning workshop in Spokane. Day one will consist of a half-day site visit followed by a 4-hour strategic planning session in the afternoon. Day two will be used to continue the strategic planning in another 4-hour meeting in the morning. Together, we will identify relicensing goals (e.g., maintaining operational flexibility) and benefits the Upriver Project provides to the City. This will also be an opportunity to discuss the City's long-term management goals, growth and water supply considerations, and future plans for the Upriver Project, including a decision-making framework to evaluate potential protection, mitigation, and enhancement (PME) measures in relation to the City's needs and a forward-looking budget tool that can be updated annually. The strategic workshop will also involve discussions of the level of involvement of City personnel, which will be incorporated in the communication protocol. An outcome of this workshop will be a preliminary determination of the City's preferred licensing approach.

- Deliverables for this task:
 - Agenda and meeting materials for the site visit and workshop, together with a list of questions generated by Kleinschmidt (1 week prior to site visit).
 - Notes and action items following the workshop (1 week following site visit).
 - Process Plan and Schedule outlining key FERC milestones (2 weeks following site visit).
 - Communication Protocol describing roles and responsibilities for Kleinschmidt and desired level and methods of engagement of City staff in the relicensing process, including detailed guidance on managing evolving scope and budget over the life of the Project.
- Assumptions affecting budget and level of effort:

- Up to five staff from Kleinschmidt in attendance (PM staff, subject matter experts [SMEs]), and our facilitation and outreach specialist (Triangle Associates).
- Travel expenses are budgeted on per-diem basis and will include two overnight stays.
- One preparatory meeting is planned to review the meeting agenda and anticipate City attendance.
- The City will provide an anticipated attendance list with roles and responsibilities, including contact information.
- Kleinschmidt has budgeted for an additional half-day following the workshop to spend time one-on-one with key project staff at the City to gain further insight into strategy development for relicensing implementation.

Task 2.3 Risk Matrix and List of Potential Studies

During this initial strategic planning period, Kleinschmidt will begin to develop a Risk Matrix; this is intended to be a living document that is reviewed and revisited regularly at key milestones as the Project evolves and new information is received and evaluated. This Risk Matrix will aid in the early identification of potential risks, their severity, probability, potential consequences, and proactive steps available to mitigate the risks. This will include an early look at relicensing studies that may be necessary as part of relicensing. The Risk Matrix will also identify studies likely to be required as part of relicensing. Due to confidentiality concerns, the risk matrix will be developed under instruction by City legal counsel, as it will be an ongoing deliberative document.

The process of developing the Risk Matrix includes developing a deeper understanding of the likely relicensing stakeholders and interested parties who may influence the relicensing effort.

- Deliverables for this task:
 - Risk Matrix detailing potential project effects and PME measures.
 - Initial list of potential studies.
 - Initial contact list of relicensing participants.
- Assumptions affecting budget and level of effort:
 - Risk Matrix will be updated in advance of each relicensing milestone. City legal counsel will review the risk matrix and provide one round of comments prior to each update.
 - Initial list of studies will be based on best professional judgment and will be updated prior to filing the NOI and PAD.

- Economic modeling will not be part of the initial Risk Matrix but will be a separate tool developed concurrently to the relicensing studies and is not included in this current scope/budget.

Phase 3 – Early Outreach and Engagement of Relicensing Participants

Early outreach and engagement will strengthen the City’s existing relationships and foster new communication pathways for this multi-year process. During the pre-application phase and prior to filing the PAD, Kleinschmidt will collaborate with Triangle Associates to develop the early outreach and engagement approach with relicensing participants. Kleinschmidt will review the plan with the City and implement the plan following City approval.

Task 3.1 Develop an Outreach Strategy and Stakeholder Identification

Kleinschmidt will work with the City to identify agencies, Tribes, and non-governmental organizations (NGOs) to be contacted as part of early information development to gain an understanding of their interests and levels of influence. As part of the stakeholder evaluation, Kleinschmidt will conduct a review of existing relationships and topics of concern in relevant resource areas in the region and will identify the key participants for this relicensing.

Task 3.2 Outreach and Early Engagement

Kleinschmidt proposes targeted early outreach and engagement with those relicensing participants identified in Task 3.1. There are many pathways for early engagement, and we propose a combination of virtual, in-person, and open house forums. Kleinschmidt proposes to present the same information to all relicensing partners regardless of the meeting forum to maintain consistency and transparency of the relicensing process.

These informal meetings will provide relicensing participants with a background of the FERC relicensing process, outline the general schedule and key dates for involvement and comment, and provide a general overview of the Upriver Project. Most importantly, the early engagement meeting(s) will also help identify data gaps in available resource information and provide insight into potential relicensing participant concerns.

Kleinschmidt has identified three key groups for early outreach: one that includes agencies, NGOs, and hydropower neighbors; another for Tribal Nations; and lastly, members of the public. Kleinschmidt has budgeted 12 virtual meetings (via Teams) to connect with individual agencies, NGOs, and neighboring hydroelectric power owners. Prior to contacting any Tribal Nations, Kleinschmidt and SWCA will coordinate with City staff responsible for tribal outreach. Following that coordination, Kleinschmidt and SWCA

will contact the Tribal Nations in the region and invite each Tribal Nation for a one-on-one, in-person meeting in Spokane. Alternatively, a virtual meeting may be scheduled if an in-person meeting is not feasible.

An open house for the public and other interested parties will be set up in Spokane, during which Kleinschmidt will prepare and provide a presentation in the evening (1.5 hours).

These early engagement meetings will also provide an opportunity for the City to solicit input on agency support of the relicensing process (ILP versus TLP). Kleinschmidt will review feedback received during these early engagement meetings and work with the City to ensure the most appropriate relicensing process is selected.

- Deliverables for this task:
 - Meeting materials for early outreach meetings:
 - Presentation materials describing the Project and tailored to typical relicensing participant concerns.
 - Facilitation and participation in a maximum of 12 (2-hour) virtual meetings with relicensing participants.
 - Facilitation of up to three 2-hour in-person meetings with various Tribal Nations in Spokane.
 - Facilitation and participation during the open house for the public.
 - Notes and summary of outreach events for consultation record.
 - Final recommendation to the City on appropriate licensing process to use.
- Assumptions affecting budget and level of effort:
 - The City does not intend to circulate an early draft of the PAD/NOI to stakeholders for review.
 - Teams meetings will be recorded to facilitate notes and action items.
 - Teams meetings will be attended by no more than five members of the consulting project team.
 - Coordination with City staff responsible for tribal outreach will require a maximum of 6 hours each for Kleinschmidt and SWCA. It is assumed all coordination can be accomplished virtually or by email or phone.
 - In-person meetings with Tribal Nations will include up to four members of the consulting project team.
 - For budgeting purposes, it is assumed that all three of the in-person meetings with Tribal Nations will take place in the same week.
 - For the open house, there will be a maximum of eight staff from the consulting project team in attendance.
 - Travel expenses are budgeted on a time and materials basis and will include one overnight stay.

- One virtual preparatory meeting is planned to review the agenda for relicensing stakeholders and anticipated City attendance.

Phase 4 – Pre-Application Document (PAD) and Notice of Intent (NOI)

The NOI and PAD form the basis for the FERC relicensing process. Therefore, it is important that the PAD thoroughly and clearly identifies the Project's resource attributes and outstanding questions. The NOI will include a request for the City to ask as the non-federal designee for consultation under both Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act.

As it is the foundational relicensing document, investment in a quality PAD has great benefit by providing participants and FERC with the necessary information to fully understand the Project from the City's perspective. Kleinschmidt will develop an outline for review and discussion prior to beginning work on the PAD.

- Deliverables for this task:
 - PAD outline.
 - Final Proposed Process Plan and Schedule.
 - Draft and Final NOI.
 - Draft and Final PAD.
 - Consultation Record.
 - Required newspaper notices.
- Assumptions affecting budget and level of effort:
 - Document reviews will be done using the Egnyte co-editing platform.
 - The City PM team will coordinate internal reviews by their legal team and other City staff and management.
 - Kleinschmidt will respond to two consolidated City reviews and comments on the PAD and NOI.
 - The City will make available all existing information, including:
 - electronic or (where necessary) hard copies of historical documents in their possession;
 - any electronic shapefiles or spatial data that reflect project boundaries, distribution of environmental attributes, or tax and parcel data;
 - existing FERC exhibits, including those that may be considered critical electric infrastructure information or privileged (executed contract should include necessary non-disclosure and confidentiality agreements);
 - dam safety documentation, including supporting design reports and supporting technical information; and

- any available terrain data, including LiDAR or bathymetry.
- All project staff, including from the City, will adhere to agreed-upon protocols for documenting consultation.
- Kleinschmidt will provide necessary legal notices for publication in newspapers of record; the City will be responsible for approving and placing the notices.

Phase 5 – GIS and Data Management

Task 5.1 Data Management and GIS Standards

This task involves developing a meta-data structure and data management approach for the team to ensure that all data collected and developed as part of relicensing are checked for thoroughness and accuracy and are in a format and condition to be used in the future.

- Deliverables for this task:
 - Data Standards Document outlining naming conventions, meta-data expectations, and folder structures.
 - QA/QC protocols and expectations for Kleinschmidt's SMEs and subcontractors.
 - ArcGIS database structure.
- Assumptions affecting budget and level of effort:
 - The City will provide any desired template standards, logo needs, or technical specifications for inclusion in Project standards for maps, figures, and exhibits.

Task 5.2 Upriver Spatial Data

Under this task, budget is provided to support Kleinschmidt PM staff and SMEs for initial collection of shapefiles and data layers that are typically needed for relicensing, including resource-specific layers, water features, terrain data, FERC Project boundary and Project facility locations, parcel data including land ownership, and linear features such as transmission lines and roads. These data will be included in the development of base layers for use in all phases of the project. This task also includes the production of maps and figures for the PAD, NOI, and outreach efforts.

- Deliverables for this task:
 - Maps and figures for PAD/NOI and outreach efforts.
- Assumptions affecting budget and level of effort:
 - The City will provide any desired template standards, logo needs, or technical specifications for inclusion in Project standards.
 - Kleinschmidt will produce up to 20 maps and figures for the PAD, with 1 revision per figure expected.

Phase 6 – Scoping Meeting or Joint Agency Meeting and Site Visit

Following the submittal of the NOI and PAD, the City will need to schedule an agency meeting and site visit within 30 days of the filing. Under the ILP process, FERC does much of the coordination and facilitation, while under the TLP, the City (with support from Kleinschmidt) will take the lead on the meeting. Regardless of the chosen process, this task typically includes a daytime meeting as well as an evening meeting to allow for both agency and public attendance. The Kleinschmidt team will help the City prepare a high-level presentation describing the Project for this meeting and will be available to answer questions should they arise.

- Deliverables for this task:
 - Preparation of meeting materials, including presentation for afternoon and evening meetings.
 - Maps and talking points for the site visit and tour.
- Assumptions affecting budget and level of effort:
 - The City will identify and secure the location for daytime and evening meetings.
 - A maximum of six members of the Kleinschmidt team will attend.
 - Travel expenses are budgeted on a time and materials basis and will include two overnight stays.
 - One preparatory meeting is planned to review the meeting agenda and materials.

Phase 7 – Scoping for Pre-Filing Phase

Project scope and deliverables can change based on data gaps and participant feedback. With this in mind, Kleinschmidt will revise the multi-year budget tool developed in Task 2.2 concurrent to the filing of the PAD and NOI. This budget will then form the basis of Task Order 2.

- Deliverables for this task:
 - Updated Risk Matrix (as needed).
 - Scope and budget for Task Order 2.
- Assumptions affecting budget and level of effort:
 - Task Order 2 (Q2 of 2026) will cover the following:
 - Project Management.
 - Draft/Proposed Study Plans.
 - Study Plan meeting(s).
 - Comment matrix (or preferred alternative) for PAD comments and study requests received.
 - Final/Revised Study Plans.

- Continued outreach.

Schedule and Cost of Services

The Proposed Scope of Work will be started immediately upon receipt of NTP, which is assumed to be June 15, 2025, with key documents and tasks provided per the following schedule in Table 1:

Table 1 Proposed Project Schedule and Costs

Phase/Task	Start Date	Costs
Expected Receipt of Notice to Proceed (NTP)	June 15, 2025	
Phase 1 – Project Management	NTP	\$60,500
Phase 2 – Project Initiation and Strategic Development	NTP	\$106,200
Task 2.1 – FERC 101	NTP	\$9,500
Task 2.2 – Site Visit and Strategic Workshop	30 days after NTP	\$77,200
Task 2.3 – Risk Matrix and List of Potential Studies	60 days after NTP	\$19,500
Phase 3 – Early Outreach and Engagement of Relicensing Participants	45 days after NTP	\$158,100
Task 3.1 – Develop an Outreach Strategy and Stakeholder Identification	45 days after NTP	\$32,200
Task 3.2 – Outreach and Early Engagement	60 days after NTP	\$125,900
Phase 4 – Pre-Application Document (PAD) and Notice of Intent (NOI)		\$146,500
Task 4.1 – Early Information/Data gathering	November 2025	\$23,900
Task 4.2 – Draft PAD/NOI	December 2025	\$66,500
Task 4.3 – Revised 2 nd Draft PAD NOI	February 2026	\$31,800
Task 4.4 – Final PAD/NOI and FERC Filing	April 2026	\$24,300

Phase/Task	Start Date	Costs
Phase 5 – GIS and Data Management	30 days after NTP	\$22,700
Task 5.1 – Data Management and GIS Standards	30 days after NTP	\$12,400
Task 5.2 – Upriver Spatial Data	30 days after NTP	\$10,300
Phase 6 – Scoping Meeting or Joint Agency Meeting and Site Visit	May 2026	\$50,300
Phase 7 – Scoping for Pre-Filing Phase	February 2026	\$11,000
Project Total		\$555,300

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis for the estimated cost of **\$555,300** (five-hundred and fifty-five thousand three hundred dollars). Of this total, \$437,900 would be spent in 2025, and the remaining \$117,400 would be spent in 2026.

The Cost of Services is calculated using Kleinschmidt's Standard Rates. Table 1 presents a breakdown of the costs we anticipate for each phase of the Proposed Scope of Work. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with the City and receiving authorization to proceed. Attachment B shows the hourly billing rates for 2025. Future rate sheets will be submitted annually for City review.

Terms and Conditions

The Proposed Scope of Work will be performed on a Time plus Expenses basis per the City's Standard Terms and Conditions. Kleinschmidt takes exceptions to the Standard Terms and Conditions as contained on the attached document, Kleinschmidt's Exceptions to The City of Spokane's Request for Qualifications #6256-24 – Terms and Conditions (Attachment C). Attachment D is Kleinschmidt's Method of Payment; any provisions in Attachment D that are inconsistent with the final Terms and Conditions will be voided in favor of the final Terms and Conditions.

Kleinschmidt appreciates the opportunity to assist the City of Spokane with this project. If you have any questions regarding this proposal, please call or email Shannon Luoma at 425-528-1614 or shannon.luoma@kleinschmidtgroup.com. Please return a countersigned copy of this proposal as your acknowledgement and concurrence with the Proposed Scope of Work, Schedule, Cost, and Terms and Conditions. Receipt of the countersigned copy will be our NTP. If the City issues a purchase order to authorize the work, please reference Kleinschmidt Proposal No. 5185001.00 in the purchase order and note that any terms and conditions on the purchase order are null and void. This proposal is valid for 90 days. Receipt of authorization after this date may require adjustments to project team, schedule of work, and/or budget requirements.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Shannon Luoma
Project Manager



Kelly Larimer
Project Director

SL: TVW

Accepted By:

CITY OF SPOKANE

Signature

Printed Name

Title

Date

Attachment A Emails dated March 5, 2025 and April 30, 2025

Attachment B 2025 Rate Schedule

Attachment C Exceptions to The City of Spokane's Request for Qualifications #6256-24 –
Terms and Conditions

Attachment D Method of Payment

cc: Proposal Distribution

ATTACHMENT A

EMAIL DATED MARCH 5, 2025
EMAIL DATED APRIL 30, 2025

Draft Outline for Upriver Project SOW

Task Order 1 (note italics indicates items not discussed in RFP Response)

- Project Management - Applies to all tasks (Also includes items listed in section 1.1.1 of RFP Response)
 - Management of the consultant team including oversight of scope, schedule, and budget
 - Developing and maintaining a timeline and schedule to meet relicensing or license surrender process deadlines, as required by FERC
 - Scheduling, coordinating, and managing/conducting meetings and work sessions (including conference calls, video meetings and in-person meetings requiring travel), required to meet FERC relicensing
 - Preparing materials in advance and coordinating necessary review of materials in advance of meetings and workshops
 - Preparing and distributing minutes and/or meeting artifacts
 - Monthly invoicing and progress reporting
 - Task status to date
 - Amount spent versus physical percent complete by task and overall project
 - Upcoming challenges and critical tasks
 - Deliverables - all formal documents are expected to include the following workflow, including time for City review, unless otherwise specified:
 - Outline
 - First Draft
 - Revised Draft
 - Final
 - Document editing, publication, and submission to FERC
- Outreach, Engagement, Consultation
 - Development and refinement of outreach/engagement/consultation strategy and communication needs for media and various external audiences and stakeholders
 - On behalf of City, prepare application for Designation as non-Federal Representative to conduct informal and formal consultation pursuant to Section 106 of the National Historic Preservation Act and other applicable agency regulations

- Identification of and consultation with applicable Federal, state, and local regulatory agencies
 - Identification of and outreach / engagement with Tribal Nations
 - Identification of and outreach / engagement with other stakeholders
 - Identification, filing applications, and acquisition of all required permits and approvals
- Project Initiation and Strategic Development (Pre-Application) (Also includes items listed in section 1.1.3 of RFP Response)
 - FERC 101
 - Strategic Planning Workshop / Site Visit
 - Upriver Dam documents and data request, acquisition, and organization
 - Establishment of information management system
 - Identify available City resources and decision-makers, risk drivers, public interests, and definition of successful outcome
 - Conduct gap analyses and make recommendations
 - Risk Matrix
 - Process Plan and Schedule
 - SharePoint Site Development
- Pre-Application Document (PAD) and Notice of Intent (NOI) (Section 1.1.4) of RFP Response)
 - Early Information Development / Outreach (Section 1.1.2 of RFP)
 - Draft PAD/NOI ~~and filing to FERC~~
 - Final PAD/NOI ~~and filing to FERC~~
 - Consultation Log
- *Data Management / GIS Systems*
- Scoping Meeting and Site Visit (ILP) or Joint Agency Meeting and Site Visit (TLP)
- Scoping for Pre-Filing Phase (Section 1.1.5 of RFP Response)

Task Order 2 (Pre-Filing) [Q2, 2026]

- Draft/Proposed Study Plan (Content of the Study Plan will be driven by FERC responses to the PAD and ongoing consultation with agencies, Tribes, and stakeholders)
 - Identify topics to be addressed in the Study Plan
 - Lead development of Study Plan in collaboration with City staff
 - File Proposed Study Plan to FERC
- Study Plan Meeting
- Final/Revised Study Plan

- File Proposed Study Plan and Revised Study Plan to FERC
- Lead implementation of Study Plan in collaboration with City staff
- Compile and summarize results from completed studies

Task Order 3 [Q1, 2027]

- Study Implementation
 - ~~○ Lead dialogue related to Protection, Mitigation, and Enhancement (PM&Es) measures. Prepare initial PM&E Proposal~~
- Progress Reporting
- Final Technical Reports
- Lead dialogue related to Protection, Mitigation, and Enhancement (PM&Es) measures. Prepare initial PM&E Proposal
- Draft License Application (Some content of the Application will be driven by FERC response to the Study Plan results, and ongoing consultation with agencies, Tribes, and stakeholders)
 - Lead internal and external review of DLA
 - Complete and file final DLA and **OR** Preliminary Licensing Proposal (PLP)
- Management Plans (if applicable)
- Draft Water Quality Certification (WQC) Application
- Final License Application
 - Incorporate comments from DLA/PLP, complete and file Final License Application (LA/FLA)
- Final WQC
- Scoping for Post-Filing Phase

Task Order 4 (Post-Filing) [Q2, 2029]

- Coordination During Application Processing
- Review outcome of FERC National Environmental Policy Act (NEPA) process
- Participate in settlement discussions with relevant parties
- Plan for compliance and implementation of new license

From: [St. Pierre, David](#)
To: [Shannon Luoma](#)
Cc: [Meyer, Jeremy L.](#); [Sakamoto, James](#); [Gennett, Raylene](#)
Subject: RE: SOW check in
Date: Wednesday, April 30, 2025 4:37:36 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[SpokaneClimateElement_EngagementPlan_Final_Draft_Aug2024.pdf](#)

Hi Shannon,

Finally got all the comments put together! See below and let me know if you have any questions.

Phase 1:

1. Add the workflow for city review of documents (Outline, First Draft, Revised draft, Final) so that review expectations are clear.
2. We'll need you to prepare the application for designation as non-Fed representative (if applicable).
3. The language regarding a relicensing website is a bit inconsistent; the first mention says "Kleinschmidt intends to work with the city to develop a separate public relicensing webpage linked to the City's website." The last bullet under this Phase says, "The City will be responsible for an outward-facing webpage linked to the City's website and for making periodic updates to this webpage." The city proposes to manage the webpage with materials to post provided by Kleinschmidt on the city website. Kleinschmidt will provide all the information necessary for posting to webpage (pdf's, exhibits, documents, written material, etc.) with review of materials by the city prior to posting. Revise the language as follows:
 - a. Kleinschmidt intends to work with the City **to develop a separate public relicensing webpage linked to the City's website** **develop website content for a public-facing relicensing webpage within the framework of City's website and hosted on the City's network.** This is often appropriate and helpful for communicating with relicensing participants. This resource offers background information and documents ready for public review and comment, keeping the public and other relicensing participants up to date on project details.
 - b. The City will be responsible for an outward-facing relicensing webpage **linked to the City's website** **hosted on the City's network and website,** and for making periodic updates to this webpage. Kleinschmidt will provide final documents to the City for posting.
4. KA will develop a team org chart, or possibly a RACI diagram or equivalent, which details the roles and responsibilities around project management, as well as decision-making authority/process. This doesn't have to be super-complicated, just super-clear. It should include all the key participants at KA and proposed sub-contractors/consultants, any City department, as well as outside legal counsel. A key consideration is where the City will want

KA (or subs) to be the contact with an entity, and where the City wants to play that role directly. There are probably some contacts that should be engaged directly by City representatives, even if periodically. (This could be drafted before and modified by and codified as a part of Phase 2, a bit more detailed than the Communications Protocol noted.) Some items that may seem small need to be specified, such as media contacts - we would want any media questions to be referred to the city. This is something we will develop after the contract is awarded and shouldn't be a huge lift, but you'll need to have some time accounted for developing this. Our expectation is that KA will develop the chart, and the city will fill in the city roles on the document that KA provides.

Phase 2:

1. 2.2 - A one-day combination of site visit and strategy session may not be enough. I suspect that at the end of the session, there will be unanswered questions to resolve. Let's plan for a day and a half, with a site visit and a start to the strategy day one, and then a half day to continue the strategy part on the second morning. I know that adds expenses but given there are few in-person planned meetings at the start, I think it's worth investing in that time to help establish the team.
2. 2.3 - The risk matrix will need to be developed under instruction by City legal counsel, as it will be an ongoing deliberative document. Plan for some coordination with legal.

Phase 3:

1. 3.2 - Plan for twelve 2-hour virtual meetings instead of eight. I think we should only need eight meetings, but I want a couple extra hours in case something comes up that requires more effort.
2. 3.2 - We have a city tribal outreach/engagement program that is ongoing with our planning department. We will need to coordinate our tribal outreach efforts with them. Plan on 6 hours of coordination time with our city tribal outreach folks. I have attached a copy of our draft (climate) outreach program so you can see the direction we are headed. The dam project is a little different as we won't be doing all the items within that outreach program but if we have overlap, we will need to make sure we are all messaging the same message and being somewhat consistent with our engagement process.

One other item to note, I have cc'd Jeremy Meyer. He is taking over as the Plant Manager for the Upriver Dam and Doug Greenlund has stepped back into his old position. Please include Jeremy on all future communications.

Thanks,

David



David St Pierre, P.E. | City of Spokane | Principal Engineer – CDSE, Water & Hydroelectric Engineering

Phone 509.742.8165 | Cell 509.385.5446 | Fax 509.625.7816 | dstpierre@spokanecity.org | spokanecity.org



FIND US



LIKE US



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From: Shannon Luoma <Shannon.Luoma@Kleinschmidtgroup.com>

Sent: Wednesday, April 30, 2025 10:05 AM

To: St. Pierre, David <dstpierre@spokanecity.org>

Subject: RE: SOW check in

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Okay great, thanks!

Happy to start revisions with most of the comments I'm just getting nervous on making the next City Council meeting as we're starting get go tight with the schedule to get things going. With regard to the webpage, we can support however you all want, but it is typical for the site to be hosted on the licensee's site as that's where participants will likely head to when looking for information.

For costs, yes we did include some rough estimates for travel for each of the identified in-person meetings.

Thanks!

Shannon Luoma

Licensing and Regulatory Project Manager

Office: 425.528.1614

www.KleinschmidtGroup.com

From: St. Pierre, David <dstpierre@spokanecity.org>

Sent: Wednesday, April 30, 2025 9:53 AM

To: Shannon Luoma <Shannon.Luoma@Kleinschmidtgroup.com>

Subject: Re: SOW check in

Hi Shannon,

I've got all comments put together except for one that I need from our communications department. Trying to get feedback from them about the webpage and how big or small a role we want to take on that. I pinged her again this morning so hopefully she gets back

to me soon.

In the meantime, I do have one question regarding the travel costs. I know we will pay for actual costs that are incurred but did you include / bake in an estimate of those costs in the cost proposal?

Thanks,

David

Sent from my iPhone

On Apr 30, 2025, at 9:37 AM, Shannon Luoma
<Shannon.Luoma@kleinschmidtgroup.com> wrote:

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi David!
Just checking in to see how it's going
Thanks!

Shannon Luoma
Licensing and Regulatory Project Manager
<[image001.jpg](#)>

Office: 425.528.1614
www.KleinschmidtGroup.com

ATTACHMENT B

2025 RATE SCHEDULE

KLEINSCHMIDT ASSOCIATES
2025 RATES (USD)

LABOR CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
Principal Consultant F1	\$320.00
ENGINEERS	
Senior Engineering Advisor E7	\$295.00
Senior Engineering Consultant E6	\$267.00
Senior Engineer E5	\$220.00
Project Engineer E4	\$196.00
Engineer E3	\$184.00
Staff Engineer E2	\$163.00
Engineer Technician E1	\$124.00
LICENSING COORDINATORS/PLANNERS	
Senior Regulatory/Planner Advisor L/P7	\$295.00
Senior Licensing Coordinator/Planner L/P6	\$236.00
Project Licensing Coordinator/Planner L/P5	\$193.00
Licensing Coordinator/Planner L/P4	\$168.00
Staff Licensing Coordinator/Planner L/P3	\$144.00
Associate Licensing Coordinator/Planner L/P2	\$125.00
Licensing Coordinator/Planner Technician L/P1	\$102.00
SCIENTISTS	
Senior Science Advisor S7	\$285.00
Senior Scientist S6	\$224.00
Project Scientist S5	\$190.00
Scientist S4	\$162.00
Staff Scientist S3	\$143.00
Associate Scientist S2	\$114.00
Scientist Technician S1	\$98.00
PROJECT AND PROGRAM MANAGEMENT	
Project Director	\$310.00
Senior Project Manager	\$282.00
Project Manager	\$237.00
Senior Support Staff A7	\$237.00
Project Controller A6	\$196.00
Senior Project Coordinator or Administrator /Accountant A5	\$158.00
Project Administrator or /Accountant A4	\$137.00
Administrative Staff A3	\$118.00
Associate Administrative Staff A2	\$100.00
Office Assistant A1	\$90.00
DESIGNERS/DRAFTERS	
Lead Designer D5	\$180.00
Senior Designer D4	\$164.00
Designer D3	\$143.00
Senior Drafter D2	\$123.00
Drafter D1	\$107.00

Effective January 1, 2025

ATTACHMENT C

EXCEPTIONS TO THE CITY OF SPOKANE'S REQUEST FOR QUALIFICATIONS #6256-24 – TERMS AND CONDITIONS

30. USE OF RECYCLED PAPER

All reports prepared by the Firm for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

31. WORKPLACE LISTING

The Firm will provide a list of all workplaces under this contract. The Firm will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

32. SALARY RATE

Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Firm's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.

Referenced CFR refers to EPA grants and doesn't seem applicable. Federal pay schedules no longer include GS-18 rates, GS-18 rates have been rolled into to ES-3 rates. 2024 ES-3 base rate is \$204,000/ year unless it is for an agency with Certified Appraisals raising the rate to \$221,000. Base rates typically have increases for "Locality". Please confirm the rate the City of Spokane is using for this provision.

ATTACHMENT D

METHOD OF PAYMENT

KLEINSCHMIDT ASSOCIATES

METHOD OF PAYMENT

1. Client may pay Kleinschmidt either on a negotiated Lump Sum basis or Hourly Rate basis, as defined in the Work Authorization and agreed by the *Client* and Kleinschmidt in writing.
2. Client agrees to pay Kleinschmidt for Services the amounts quoted in the Proposal or Work Authorization, in accordance with the compensation terms laid out in the contract. Kleinschmidt agrees not to exceed the estimated consulting costs as stated in the proposal without explaining the need to the Client and obtaining the Client's authorization to proceed.
3. For Lump Sum projects, Kleinschmidt will invoice monthly as a percent complete of the project or Work Authorization, unless otherwise defined in the Work Authorization.
4. For Time and Materials, or Hourly Rate projects, Kleinschmidt will invoice monthly for all employee time at the hourly billing rate currently in effect, times a number of hours worked on the project plus subconsultant fees and expenses as described below. Client agrees to pay for expert testimony and direct preparation for testimony in any litigation, arbitration, or other legal or administrative proceeding at 150% of the standard billing rates with a minimum daily charge based upon an 8-hour day, plus Reimbursable Expenses.
5. For any projects where expenses are invoiced separately from labor, the following apply:
 - a. Client agrees to pay Kleinschmidt a 15 percent markup for subconsultant services.
 - b. Client agrees to pay 3 percent of labor costs for telecommunications (e.g., phone, data transmission and storage, fax, conference and video conference, data security).
 - c. Client agrees to pay for specialized computer programs, field equipment, and other unit charges (e.g., photocopies, mileage, photos, drawing reproductions, CD preparation, SharePoint hosting) according to the current rates in effect.
 - d. Client agrees to pay any other reimbursable expenses actually incurred by Kleinschmidt at cost.

Proposal to:



Upriver Dam Federal Energy Regulatory
Commission Relicense Consulting Services

November 2024

Letter of Submittal

December 9, 2024

Via ProcureWare

Connie Wahl, RFQu Coordinator
City of Spokane Purchasing Department
915 N. Nelson St.
Spokane, WA 99202

Proposal: RFQu # 6256-24 Upriver Dam Federal Energy Regulatory Commission Relicense Consulting Services

Dear Ms. Wahl:

The City of Spokane (City) seeks a firm with comprehensive expertise in the Federal Energy Regulatory Commission (FERC) hydropower licensing process, specifically for the relicensing of the 17.7-megawatt Upriver Dam Hydroelectric Project (Upriver Dam or Project) currently operating under FERC license P-3074, which will expire in May 2031. The main objectives include strategic planning, relicensing participant coordination, and effective communication with regulators to ensure a seamless relicensing process with timely deliverables.

Kleinschmidt Associates (Kleinschmidt) is one of a few full-service consulting firms in the United States specializing in servicing the hydropower industry's engineering, science, and FERC licensing needs and has been doing so for over 5 decades. We know the FERC requirements and how to maintain process momentum over the multi-year licensing timeline — we served as part of FERC's environmental contractor team for 10 years. Our team identifies potential resource issues and develops narrowly scoped studies based upon a demonstrated nexus to the Project when necessary to acquire data or develop appropriate protection, mitigation, and enhancement measures. Our approach acknowledges regional priorities for renewable energy resources and addresses project-specific resource concerns.

As requested, our company information for contractual purposes is as follows:

- *Name/Address: Kleinschmidt Associates, 15301 NE 90th Street, Redmond, WA 98052*
- *Legal Status: Corporation*
- *Facility Location: Redmond, WA*
- *Telephone Number: 425-556-1288*
- *Email Address: Paul.Larson@KleinschmidtGroup.com*

Kleinschmidt has no current or former employees from the participating Agencies on our governing board during the past 12 months.

We confirm that Kleinschmidt meets the minimum qualifications detailed in Part 1, "General Information," Paragraph 1.3, "Minimum Qualifications." We acknowledge compliance with the terms and conditions outlined in the Request for Qualifications (RFQu) with minor comments and proposed alternate language where appropriate. We have provided a copy of the markup in Appendix A.

Kleinschmidt will team with SWCA Environmental Consultants, Triangle Associates, and Reed Consulting to augment our capabilities in specific specialty areas. Addresses and other required information are provided below.

*Name/Address: **SWCA Environmental Consultants***

Legal Status: S-Corporation

Facility Location: Phoenix, AZ

Telephone Number: 503-224-0333

Email Address: achilds@swca.com

Name/Address: **Triangle Associates**

Legal Status: S-Corporation

Facility Location: Seattle, WA

Telephone Number: 206-583-0655

Email Address: bdaniels@triangleassociates.com

Name/Address: **Reed Consulting**

Legal Status: Sole Proprietorship

Facility Location: Highlands Ranch, CO

Telephone Number: 303-279-9508

Email Address: lloyd.reed@lloydreedconsulting.com

This team has been assembled to meet the City's unique needs to relicense a Project that provides direct and indirect economic benefits to the City through its impact on water rates and power sales. We are positioned to address resource issues that may arise from relicensing participant needs while providing tools for valuing the project and assessing potential economic consequences of implementing measures that may be requested in the process.

We are confident that we will do an outstanding job supporting the City. We will be reliable and responsive throughout the project and beyond. Our goal is to make sure you and your organization have a collaborative experience with the FERC relicensing of the Upriver Dam Project. Please contact the proposed Project Manager, Shannon Luoma, at 425-528-1614 or via email at Shannon.Luoma@KleinschmidtGroup.com should you need additional information or have questions about our proposal.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Finlay Anderson
Project Principal

Attachments: Kleinschmidt Proposal



Shannon Luoma
Project Manager

cc: Proposal Distribution

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1.0 Technical Proposal

Kleinschmidt Associates (Kleinschmidt) and our teaming partners (collectively referred to as the Kleinschmidt Team) will work with the City of Spokane (City) to secure a new Federal Energy Regulatory Commission (FERC or the Commission) operating license for the Upriver Dam Hydroelectric Project (Upriver Dam or Project) that preserves the Project's full range of operational capabilities while managing a transparent licensing process that is efficient and focuses on appropriate issues within the control of the Project and preserves the good relationships with regulatory agencies, Tribal Nations, and other relicensing participants. This outcome should maintain the economic viability of the Project and preserve the City's ability to deliver affordable drinking water to the community for a new license term of 40 to 50 years.

The approach laid out in this proposal addresses the scope and requirements outlined in the City's RFQu and builds an adaptive approach around the City's intent to use the Integrated Licensing Process (ILP). Because of the Project's urban interface, we see the value of using the ILP approach for a clear, strict pathway to relicensing, as it provides predictability and early issue identification. However, based on our understanding of the Upriver Project, we feel it would be prudent to re-evaluate the relicensing process ultimately adopted once an initial round of early engagement with relicensing participants has been completed. We have included specific decision points where it will be worthwhile to reassess and explore relicensing under the Traditional Licensing Process (TLP): the decision around the relicensing process will significantly impact the time and costs required for all participants to complete the pre-application process, and we have detailed the pros and cons of these two processes in further detail in the *Unique Aspects and Special Considerations* section of this proposal. At that point, the City's outreach plan and needs can be re-evaluated to align with the appropriate licensing process: the Kleinschmidt Team includes accomplished outreach and facilitation capabilities that can be utilized as necessary.

Tasks and Work Products (All Phases)

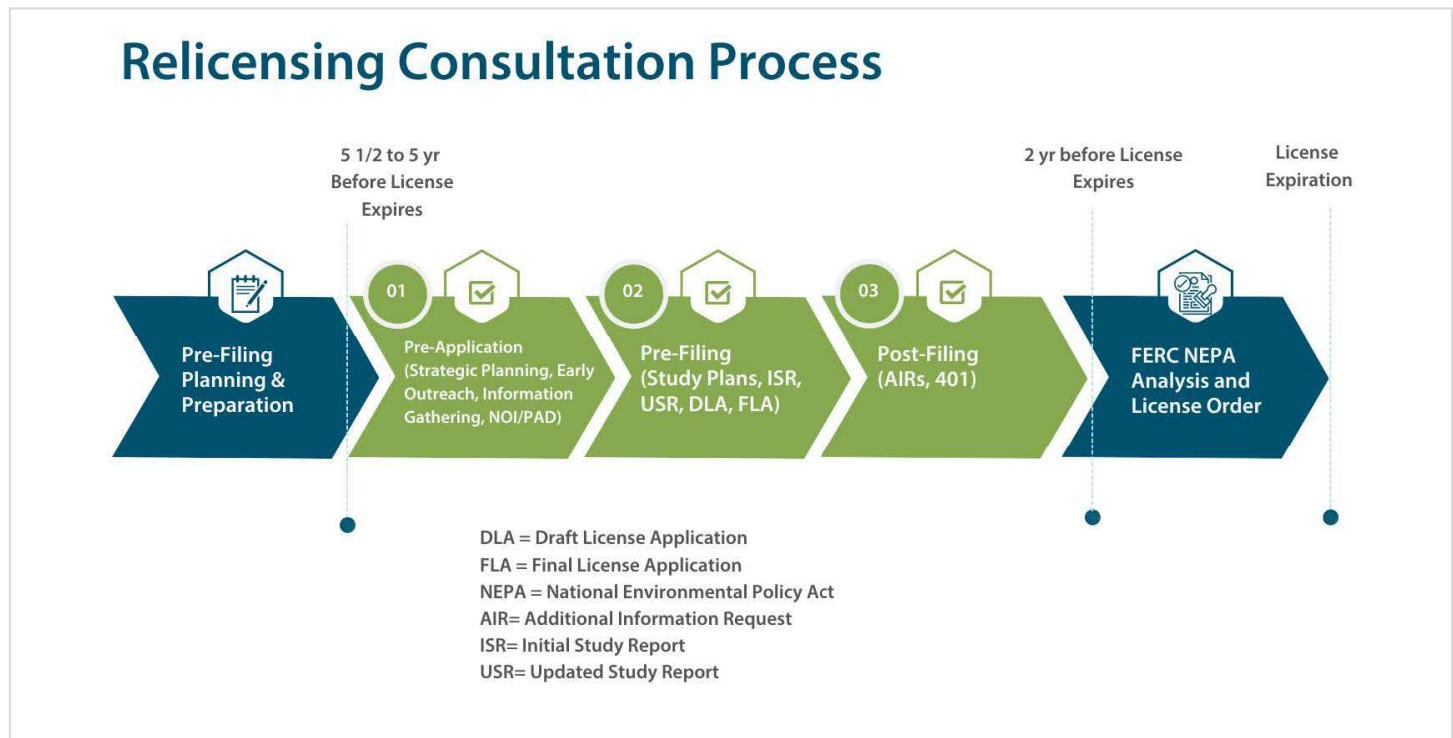
The FERC relicensing process is divided into three phases: 1) **pre-application**, 2) **pre-filing**, and 3) **post-filing** (Figure 1).

- **Pre-application:** In this phase, the Kleinschmidt Team will assist with strategic planning to help identify the City's Project-specific goals; develop internal team protocols for communication, document review, and change management processes; review Project-specific criteria supporting the decision to utilize the ILP; and develop a schedule and protocols for internal collaboration. This phase also includes the development of an early outreach and engagement plan for relicensing participants, the development of a SharePoint site (or similar), and a City relicensing website for public access. Additionally, the Kleinschmidt Team will gather Project information to be included in the Notice of Intent (NOI) and pre-application document (PAD) per 18 Code of Federal Regulations (CFR) § 5.6. The PAD filing will include a request to designate the City as a non-federal representative for purposes of consultation under Section 7 of the Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA).
- **Pre-filing:** This phase will include initiating the ILP, which will consist of conducting scoping and a site visit with FERC staff (18 CFR Section § 5.8(d)); participating in a study plan meeting (18 CFR § 5.11(e)); developing a Proposed Study Plan (PSP) and Revised Study Plan (RSP) (18 CFR § 5.11 and § 5.13, respectively); implementing studies, developing study reports, preparing the Initial Study Report (ISR), and conducting the ISR meeting (18 CFR § 5.15(c)(2)); preparing the Updated Study Report (USR) and conducting the USR meeting (18 CFR § 5.15(f)); identifying and drafting protection, mitigation, and enhancement (PME) measures in close coordination with City, and consulting with Tribal Nations (18 CFR § 5.7); consulting with Washington Department of Ecology (Ecology), preparation of Section 401 Water Quality Certification application, as well as preparing and filing the Draft License Application

(DLA) (18 CFR § 5.16); and finally preparing and filing the Final License Application (FLA) (18 CFR § 4.51 and § 5.18).

- **Post-filing:** The Kleinschmidt Team will assist the City with responding to potential FERC requests for additional information (AIR) to assist FERC’s National Environmental Policy Act (NEPA) analysis prior to issuance of the License Order and apply for certification under Section 401 of the Clean Water Act. Our team will continue to work with the City to prepare for license compliance and implementation.

Figure 1: Overview of FERC Relicensing Process



1.1.1 Project Management

The Kleinschmidt Team’s overall approach to organizing and implementing relicensing is based on 1) understanding the City’s strategic needs and areas of risk; 2) developing collaborative relationships with relicensing participants, including local organizations, key regulatory agencies, and Tribal Nations; and 3) strategically scoping and implementing studies to those with a proven Project nexus to gather the necessary information to support the relicensing process. In this way, Kleinschmidt will constrain the relicensing process to issues that are directly the Project’s operations and facilities.

Kleinschmidt has organized a management team and technical team (see Figure 2, *Organization Chart*) to delineate roles and responsibilities. Senior leadership will include the Project Principal, Finlay Anderson, whose early involvement through contracting and strategic planning will be instrumental in identifying risks and efficiencies within the relicensing process. The Project Management Team (PM Team) provides 42 years of leadership experience and will be led by Shannon Luoma with assistance from Kristi Webb. The PM Team will be responsible for the day-to-day operations and management of the project, internal coordination and management of technical disciplinary teams and subcontractors, scheduling and meeting logistics, strategic planning and relicensing participant engagement/consultation, and serving as the primary contact for the City. Due to the duration relicensing requires, Kleinschmidt provides a PM Team to ensure a point of contact for the City throughout the entire process.

The PM Team will work closely with the City to develop, implement, and maintain a cloud-based system (e.g., SharePoint) to assist in document control, data management, and quality assurance/quality control (QA/QC);



share meeting notes and/or recordings; post internal protocols (e.g., communication, document review); and manage user access (e.g., public versus confidential materials). The PM Team will be responsible for project progress and communication through the management of project logistics, schedule, and resources. As challenges arise, the PM Team will have the ability to pivot or adapt resources necessary to maintain project goals, objectives, and schedule. The SharePoint site is intended to be an internal tool for the Project Team to share and collaborate with the City; Kleinschmidt proposes to work with the City to develop a separate public relicensing webpage linked to the City's website. This is often appropriate and helpful for communicating with relicensing participants. This resource offers background information and documents ready for public review and comment, keeping the public and other relicensing participants up to date on project details. Additionally, this site can serve as a public consultation record by sharing meeting notes and materials.

The PM Team will be responsible for meeting coordination, including developing presentation materials and notes; recording meetings (if necessary); contacting agencies, other relicensing participants, and FERC regarding meetings; and strategic planning on any agency/relicensing participant group meetings. When possible, meetings will be virtual (e.g., via Teams) to control costs. The Kleinschmidt Team will develop templates and outlines for all FERC deliverables and submit them for review and approval by the City prior to initiating any writing.

The PM Team will coordinate with discipline leads to review project tasks and associated activities to identify necessary permits or approvals required to complete studies. This action item will be completed early in the process to avoid delays. Some examples of permits or approvals may be related to aquatic and water resource data collection efforts, land access for field work, cultural inventory work, and so on.

1.1.2 Outreach, Engagement, and Consultation

The ILP includes a rigorous and defined schedule. Pre-planning and strategizing will be critical for the PM Team to be equipped with the resources needed to adapt to challenges throughout the relicensing process. Early engagement planning will be included during strategic development, which will identify anticipated relicensing participants and their respective concerns to inform an early outreach and engagement plan. At this point, it is presumed participant concerns are minimal, and the City would benefit from a graduated outreach strategy that could be adapted to the needs of the process.

Early outreach and engagement will serve to strengthen the City's existing relationships and foster new communication pathways for this multi-year process. Kleinschmidt's adaptive approach will allow us to keep our effort focused and narrow until a clear need for a more expansive outreach program is identified. Early and continued relicensing participant engagement through the pre-application and pre-filing phases will be used to prepare the PAD, identify potential PME measures, and prepare the DLA and, eventually, the FLA.

During the pre-application phase and prior to filing the PAD, Kleinschmidt proposes targeted early outreach and engagement with relicensing participants. There are many pathways for early engagement, and we propose to meet with relicensing participant groups (e.g., U.S. Fish and Wildlife Service (USFWS), State Historic Preservation Office, Washington Department of Fish and Wildlife, Ecology, Tribal Nations, and the general public) individually, either virtually or in person, based upon the City's preferred approach. This informal process is intended to provide relicensing participants with a background of the FERC relicensing process, outline the general schedule and key dates for public involvement and comment, and provide a general overview of the Upriver Dam Project and its unique features not typical of most hydropower projects on the Spokane River. Most importantly, the early engagement meeting(s) will also help to identify data gaps in available resource information as well as provide insight into potential concerns of relicensing participants. These early engagement meetings would also provide an opportunity for the City to solicit input on agency support of the relicensing process (ILP versus TLP). The PM Team will review feedback received during these



early engagement meetings and work with the City to ensure the most appropriate relicensing process is selected.

Following initial outreach and early engagement, the PM Team will develop a schedule and plan for engaging relicensing participants throughout the formal relicensing process, which begins once the PAD and NOI are filed. Depending on the complexity of the issue and depth of concern(s), the City may choose to establish technical workgroups (TWGs) to discuss technical questions raised during study development or implementation. In our experience, these small, resource-focused groups (e.g. recreation, fisheries, cultural) can be effective when addressing specific relicensing participants’ concerns and for developing potential PME measures during license application development.

Formal consultation will address compliance requirements for Section 106 of the NHPA through the Washington State Department of Archaeology & Historic Preservation (WDAHP), Section 401 of the Clean Water Act through Ecology, and Section 7 of the ESA through USFWS. These consultation processes are independent of one another and the identified Team lead (see Figure 2) will coordinate with City staff to ensure necessary consultation processes are completed at the appropriate time. For example, the cultural resources lead will address Section 106, the water resources lead will address Section 401, and the rare, threatened, and endangered (RTE) species lead will address Section 7.

Pre-Application Phase (January 2025 – April 2026)

1.1.3 Project Initiation and Strategic Development

Kleinschmidt proposes initiating the Project with an in-person kick-off meeting, allowing key Project team members to meet face-to-face, visit the Project site, and discuss concerns the City has regarding the relicensing process. This will also be an opportunity to discuss the City’s long-term management goals, growth and water supply considerations, and future plans for the Upriver Project. Kleinschmidt will provide a detailed review of the FERC process, the general timeline for relicensing, the typical approach to the pre-application and pre-filing phase, and potential opportunities and drawbacks. Kleinschmidt will also review Project logistics, such as City



procedures and protocols regarding communication, safety, review cycles, document control, and any other critical processes the City has established.

Following the kick-off meeting, Kleinschmidt’s PM Team will prepare an outline of the relicensing schedule based on FERC deadlines, identification of critical pathways, and a schedule for routine project status updates from the PM Team to the City, often meeting weekly or bi-weekly.

The next major step in this relicensing effort is strategic planning. Together, we will identify relicensing goals (e.g., maintaining operational flexibility) and characterize the economic and generation value of the Upriver Project to the City.

This will provide a decision-making framework for evaluating potential PME measures in relation to the City’s needs.

During this initial strategic planning meeting, the PM Team will begin the development of a risk matrix; this is intended to be a living document that is reviewed and revisited regularly at key milestones as the Project evolves and new information is received and evaluated. This risk matrix will aid in the early identification of potential risks, their severity, probability, potential consequences, and proactive steps available to mitigate the



risks. The risk matrix and other internal project documents will live on the Project-specific SharePoint site hosted by Kleinschmidt.

We believe the selection of the licensing process is a critical strategic decision for the City and sets the tone for the multi-year process. The PM Team will discuss with the City the pros and cons of proceeding with an ILP or a TLP specific to the Upriver Project. The decision will carefully consider the difference in anticipated effort and related costs, time commitment from all participants to complete the pre-application process, anticipated resource concerns and risks (referring to the risk matrix), and the City's philosophy on communication and collaboration with resource agencies and other participants. Other logistical considerations may include and are not limited to avoiding major holidays for review cycles or final submittal dates, evaluating anticipated review cycles with other City obligations and staff resources, and providing sufficient time for study seasons. Depending on anticipated study needs, some resources require specific windows for field study, and ensuring sufficient time for these studies will be determined by the NOI/PAD filing date.

Through strategic planning and risk identification, the PM Team will coordinate with the City to review the options for a relicensing schedule by filing the NOI/PAD between November 30, 2025, and May 31, 2026 (5 to 5.5 years prior to the license expiration on May 31, 2031).

Kleinschmidt has developed an example ILP schedule for purposes of this proposal, which assumes April 9, 2026, as the NOI/PAD filing date. Table 1 outlines other key deliverables and FERC scheduling requirements.

Table 1: Example ILP Schedule for Major FERC Relicensing Submittals

Deliverables	Required Timeframe for Submission to FERC	Example Date
NOI and PAD	5 to 5½ years before license expiration	April 9, 2026
Proposed Study Plan	45 days after agency and participant PAD comment deadline, 165 days after filing of NOI and PAD	September 21, 2026
Revised Study Plan	195 days after the original study plan	January 19, 2027
Initial Study Report	1 year after FERC Study Plan Determination	February 18, 2028
Updated Study Report	2 years after FERC Study Plan Determination	February 17, 2029
Draft License Application	No later than 150 days prior to the application filing deadline	December 25, 2028
Final License Application	At least 2 years before license expiration	May 30, 2029

Kleinschmidt will develop a spreadsheet or Microsoft Project schedule, whichever the City prefers, to show FERC regulatory requirements and any pertinent internal City commitments as they fit within the FERC timeline. A version of this schedule, showing specific opportunities for external engagement and review, could be shared with relicensing participants to help convey the various fluctuations and often tight review periods needed to be an active participant.

A settlement agreement is an accepted method to resolve disputes for any proceedings before the Commission (18 CFR § 385.601[a]) and can be formal or informal, meaning it can be a document for off-license measures independent of the FERC license or submitted to be included in the FERC license. FERC provides guidance (September 2006 Docket No. PL06-5-000) and regulations (18 CFR § 385.602[c]) for the process. The settlement agreement can be a useful tool used to address single or multiple issues and can be formulated between a single, select (e.g., resource agencies), or all relicensing participants. At this time, we do not see a need for a settlement agreement for the Upriver Project. However, Kleinschmidt is experienced in the settlement agreement process and can coordinate with the City to evaluate the pros and cons of this approach. Kleinschmidt has supported settlement agreements in a number of relicensing proceedings, from pure third-

party facilitation of the process, through drafting settlement documents and proposed license articles for client legal review. As an example, we can support the City by evaluating approaches to PME measures where a streamlined settlement agreement may aid in reducing risk for specific issues.

- Deliverables:**
- Initial kick-off/strategic planning meeting
 - SharePoint site development
 - Risk Matrix
 - Strategic Plan
 - Process Plan and Schedule

1.1.4 NOI/PAD

The NOI and PAD initiate and form the basis for the FERC relicensing process. Therefore, it is important that the PAD thoroughly and clearly identifies the Project's resource attributes and outstanding questions. As the foundational relicensing document, investment in a quality PAD serves great benefit by providing participants and FERC with the necessary information to fully understand the Project from the City's perspective. The PAD is a document that clearly identifies resources the Project does and does not influence, which is helpful for the study development phase and identification of the Project nexus.

In the example schedule (Table 1), Kleinschmidt identifies a NOI/PAD filing date of April 9, 2026. Filing the PAD later in the filing window allows ample time for strategic planning as well as outreach and early engagement.



This schedule would also place the USR towards the end of the DLA comment period, which can sometimes cause a strain between the DLA and the FLA.

However, we have found this sequence useful for presenting any additional data not included in the DLA; the City will gain insight into potential participant concerns or comments during the USR meeting, thus potentially allowing more time to refine PME measures and FLA adjustments.

Kleinschmidt has developed hundreds of licensing documents and will capitalize on established best practices and templates that have been proven to facilitate efficient, cost-effective document development. We would utilize the PAD to educate the participants about the FERC process and what constitutes a "nexus" for

the purpose of evaluating Project effects. Kleinschmidt has found that FERC is increasingly stringent about licensees providing detailed information about their projects, their operations, and environmental conditions. Kleinschmidt will work with the City early in the process to develop a detailed description of the Project and its operations for inclusion in the PAD, DLA, and FLA. In the event Kleinschmidt and/or the City identify gaps in resource information, we will include these data gaps in the Project risk matrix and discuss the relative risks associated with not including the data in a scheduled deliverable (e.g., PAD, DLA, FLA). Through this discussion, we will determine with the City if additional effort and associated cost (either field collection or data analysis) may be warranted to obtain the information. Our goal would be to limit risk and exposure to unnecessary study requests and/or post-licensing PME measures.

Document control and a clear review process is critical to maintaining a schedule and controlling costs. The Project schedule will identify allotted time for internal (Kleinschmidt) and City review and comment periods. The City review process will include an opportunity to review and comment on outlines, first drafts, revised drafts, and final documents and/or final materials that the team and technical leads prepare for the relicensing. The review process will also include a schedule for Kleinschmidt's internal drafting process, which includes a review by our technical editor and internal quality assurance and quality control (QA/QC) processes prior to



delivering to the City for review. SharePoint will also serve as a document control center and delivery hub to the City, relicensing participants, and the Commission. Technical leads will draft material from existing and available information that is responsive to the FERC requirements but specific to the Project and the needs of the City. The PM Team will review the drafted material for consistency with the agreed upon strategy. The Team's technical editor will review the documents to ensure consistency and uniformity of tone prior to the QA/QC review and will provide a final opportunity for revisions. Following our internal review process, drafted material will be sent to the City for review and comment.

Kleinschmidt understands that the City is interested in providing Tribes, agencies, and participants with a review of an 80-percent complete PAD in advance of filing with FERC. However, we believe this approach carries unnecessary risk and expense: the process does not require such a step and concedes control of the narrative around the Upriver Project to third parties. While Kleinschmidt is fully supportive of collaborative outreach, we also believe that in order for the City to maintain control of its future commitments, it is important for the City to drive the process rather than ceding editorial control of key documents. The FERC schedule allows for participant review and comment following the filing of the NOI and PAD, and thoughtful pre-engagement with participants in advance of the PAD will allow the City to be sensitive in how it presents itself as it describes the Project.

In the NOI, the Team will request that the City be named as FERC's non-federal designee for consultation both under Section 7 of the ESA as well as Section 106 of the NHPA. The Kleinschmidt Team will be responsible for all FERC filings associated with the Project. A consultation record will also be filed with every major FERC deliverable. For the PAD, this will include any early engagement or outreach conducted as part of the Project. These meetings and materials will be maintained in a SharePoint library for easy review and export to be included as a table in the PAD, with detailed meeting notes and phone logs available upon request.

Following the submittal of the NOI and PAD, FERC will conduct a scoping meeting and site visit for participants. This task typically includes a daytime meeting as well as an evening meeting to allow for agency and public attendance. Under the ILP, this is considered 'FERC's meeting', but the City will have input on such things as a recommended location to hold the meeting and key Project or recreation facilities to observe during the site visit. The Kleinschmidt Team will help the City prepare an informative presentation for this meeting, as needed, and will be available to answer questions should they arise.

- Deliverables:**
- NOI
 - PAD
 - Consultation Log

1.1.5 Scoping for Pre-Filing Phase

Project scope and deliverables can change based on data gaps and participant feedback. With the Kleinschmidt Team's decades of experience in relicensing across the country, including in the Pacific Northwest, we aim for a 'no surprises' approach when it comes to scope, schedule, and budget. With this in mind, the Team will develop a multi-year budget at the beginning to be revisited annually with the City and consider long-term budgeting needs over the course of the Project. This will also be an opportune time to revisit the risk matrix, data gaps, and participant concerns that have been voiced and make any adaptive changes to the participant engagement and approach as needed. This work could be done virtually or in person.

- Deliverables:**
- Scope, schedule, and budget for the Pre-Filing phase
 - Updated Risk Matrix

Pre-Filing Phase (April 2026 – May 2029) Elements

1.1.6 Study Planning

The Kleinschmidt Team brings substantial expertise in developing FERC-specific environmental studies, which will be instrumental in supporting the City during the development of the PSP and RSP. Our study plan development approach is guided by the following key principles:

1. **Project Nexus:** During study plan development and when reviewing study requests from participants, the Kleinschmidt Team will work to ensure that the PSP includes only those studies with a clear connection between Project operations and an identified potential effect on a specific resource area.
2. **Scientific Integrity and Objectivity:** We maintain rigorous standards of impartiality and accuracy, ensuring that our studies are grounded in sound science.
3. **Issue Definition:** We focus on clearly defining the issue at hand. A precise understanding of the problem enables us to design studies that directly address the relevant questions, ensuring that the data we collect are both meaningful and valuable.
4. **Relevance to the Issue:** Our studies are tailored to gather information that directly pertains to the specific issue or question we are investigating. This ensures that the data collected are accurate and actionable.
5. **Minimizing Post-License Requirements:** An often-overlooked aspect of environmental and resource studies is the potential for these studies to impact license terms. By carefully defining the issues and designing studies with foresight, we can generate data that support or refute unsupported measures. More importantly, this approach can help minimize post-license requirements, directing focus toward measures that are efficient, cost-effective, and aligned with their intended purpose.



These principles will guide our work as we assist the City with constraining the reach of studies by developing Project nexus statements and specifying appropriate methods and geographic scopes for the studies. We will ensure that the environmental studies are not just data collection exercises but strategic efforts that can effectively influence future license conditions.

The Kleinschmidt Team will collaborate closely with the City to assess study requests, identifying those that may not be necessary or could be accomplished with a more limited scope. The goal is to ensure that the studies requested are directly linked to Project operations, designed to answer relevant questions and provide data that will help agencies fulfill their obligations under NEPA. In some cases, we may recommend that the City explore PME measures as alternatives to studies, thus potentially reducing the study scope and cost while still gathering necessary data.

The study planning phase offers an opportunity to establish TWGs, if deemed advantageous to the relicensing process. These groups would facilitate focused, in-depth discussions about the studies and, eventually, PME measures and would allow both in-person and virtual participation. Typically, each TWG meeting would have a defined agenda with clear objectives and topics for discussion. A technical resource lead from the Kleinschmidt Team would guide the group through the data and methodology aspects, while a facilitator from Triangle Associates (Triangle), along with a member of the PM Team and representatives from the City, would help maintain focus and manage the flow of discussions. These meetings can be essential for identifying potential issues, managing expectations, and allowing Kleinschmidt to advise the City on FERC processes and risk mitigation strategies. Not every resource area or topic would need a TWG; they are often reserved for areas where a more focused discussion is needed, often around recreation, cultural, Tribal, or aquatic resources.



During this phase, the PM Team will also keep participants informed of FERC timelines and study criteria and provide templates for study requests to ensure consistency, compliance, and clarity.

The PSP and the RSP development processes are integral to the ILP and must align with the release of FERC's Scoping Documents (SD1 and SD2). Kleinschmidt has extensive experience navigating this fast-paced process and understands how to use the PSP to strategically engage participants and test boundaries. The RSP will aim to resolve participant concerns, helping the City secure an approved study plan with FERC. Additionally, SD2 and the associated Environmental Assessment (EA) outline will serve as strategic planning tools for developing the DLA and FLA, ensuring the Project stays on track.

Depending on the specific scope of each study, Team members from Kleinschmidt, SWCA Environmental Consultants (SWCA), and Lloyd Reed of Reed Consulting will conduct field studies. Regardless of the Team member, all field efforts will adhere to Kleinschmidt's stringent health and safety protocols. Our formal safety program includes a corporate safety officer, a safety committee, comprehensive safety procedures, and job hazard analysis (JHA) protocols, ensuring a safe and health-conscious work environment for all team members.

After the first year of studies, the Team will file the ISR, no later than one year from FERC's issuance of the Study Plan Determination. The ISR presents first year study results and invites feedback on potential study modifications. During the ISR meeting, technical leads will share methodologies and results of the completed study and provide updates on any ongoing studies. Participants will have the opportunity to ask questions and request additional studies if needed. A comment-response matrix will be developed to address participant feedback and study requests. Kleinschmidt will review the Project's strategic plan and risk matrix and discuss any updates or new information with the City that results from the ISR. This will be a point to pivot or modify the strategic approach as appropriate.

Approximately one year later, the team will file the USR and hold a USR meeting, following a similar format to the ISR. This step typically marks the conclusion of the study implementation phase. Technical reports for each study will be drafted, reviewed by the City, and shared with participants for feedback. Kleinschmidt proposes in-person meetings for both the ISR and USR meetings to foster engagement and collaboration throughout the process.

- Deliverables:**
- TWG meeting coordination and materials
 - Proposed Study Plan
 - Revised Study Plan
 - Initial Study Report
 - Updated Study Report

1.1.7 License Application



Kleinschmidt has extensive experience in supplying the essential information to satisfy regulatory requirements and enable FERC to complete its NEPA analysis. We are adept at crafting documents that effectively manage the narrative, align with relicensing strategic goals and objectives, and build a strong case in the FERC record to secure a favorable license.

We recommend that the City elect to file a DLA in lieu of the Preliminary Licensing Proposal (PLP) and notify FERC of this decision in the filing of the ISR. The PLP is a document designed to gather feedback from relicensing participants, often used when studies may not yet be complete, or the applicant is not yet ready to share significant changes in operation. Alternatively, the DLA includes all of the regulatory content

required for an FLA, providing a more complete application from the beginning and a more efficient and cost-effective document. Kleinschmidt is confident that through early strategic planning and participant engagement, we will have the necessary information to complete a comprehensive DLA for FERC and



relicensing participants to review and comment. Preparing a DLA provides a smoother pathway and cost control strategy for the development of the FLA. The DLA serves as a "trial balloon" to gauge the reactions of agencies, participants, and FERC.

In developing information to comply with FERC requirements, Kleinschmidt will utilize the regulatory guidance of 18 CFR § 5.6 or 18 CFR § 4.51 as applicable to the relicensing process selected. The DLA will include an Initial Statement, Exhibit A (*Description of the Project and the Proposed Mode of Operation*), Exhibit B (*Project Operations*), Exhibit C (*Project Construction History*), Exhibit D (*Statement of Costs and Financing*), Exhibit E (*Environmental Report*), Exhibit F (*Project Design Drawings and Supporting Design Report*), Exhibit G (*Project Boundary Map*), and Exhibit H (*General Information*). Information presented in the DLA will build upon the information incorporated into the PAD, including study results. The Kleinschmidt Team will develop templates of each of the license exhibits for review and approval by the City prior to drafting.

The Team will work with the City to present a clear effects analysis in the DLA based on study results, which will inform PME measures. Kleinschmidt recommends beginning the PME discussions as soon as practical following the studies' completion to allow ample time for the City to negotiate with participants prior to filing the FLA.

The PM Team will develop a drafting and review schedule to be shared with the City to ensure necessary internal approvals (e.g., legal, senior management, etc.) have been secured prior to finalization. Following the filing of the DLA, the PM Team would continue to meet internally with the City to advance a strong PME proposal based on any identified project impacts and discussions with participants. This proposal will be reviewed with the City and then presented to the relicensing participants or TWGs, as appropriate.

Following receipt of the DLA comments, the Team will develop a comment-response matrix to review with technical leads and the City. These comments will be folded into the development of the FLA along with any new PME measures, as necessary. FERC is now requesting the development of management plans for inclusion in the FLA. The PM Team will develop appropriate management plans to be implemented following license issuance. These plans will build upon existing operations and maintenance activities already being implemented. For this project, management plans may include:

- Recreation Management Plan
- Botanical and Vegetation Management Plan, including Invasive Species Management
- Historic Properties Management Plan (*this is a confidential plan and would be filed accordingly*)
- Wildlife or Sensitive Species Management Plans

- Deliverables:**
- Draft License Application
 - Comment response matrix
 - Final License Application
 - PME Proposal
 - Management Plans

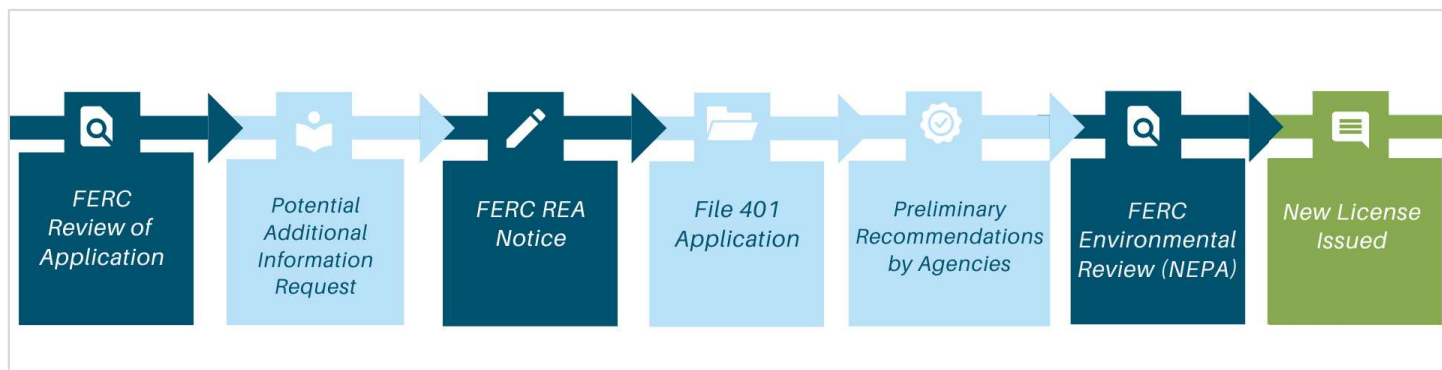
1.1.8 Scoping for Post-Filing Phase

Using comments received on the PAD and DLA, the PM Team would revisit the multi-year budget and risk matrix and make any adaptive changes to the strategic plan as we enter the post-filing phase. An updated scope, schedule, and budget would be developed for review and approval by the City.

- Deliverables:**
- Scope, schedule, and budget for the Post-Filing phase
 - Updated Risk Matrix

Post-Filing Phase (May 2029 – May 2031)

Figure 2: Post Filing Process



1.1.9 Coordination During Application Processing

Unlike the preceding phases of the ILP, the post-filing phase typically lacks a firm timeline. However, once the FLA is filed, there are several post-filing tasks that the City will need to carefully review and consider. Kleinschmidt is prepared to support the City on post-licensing tasks, including but not limited to the following:

- **Responding to AIRs:** FERC may request additional information or clarification on certain aspects of the application. While the goal is to minimize the potential for AIRs by submitting a thoroughly detailed application, AIRs are generally expected during the post-licensing stage. The PM Team will collaborate with the City to review any AIRs as they come in and will involve additional resource team members as needed to respond to FERC promptly.
- **Filing for a 401 Water Quality Certification:** A licensee must file an application requesting certification under Section 401 of the Clean Water Act (401 application) within 60 days of FERC issuing their Ready for Environmental Analysis (REA) Notice. Kleinschmidt will develop a draft 401 application for City review and approval shortly after the filing of the FLA. We anticipate that Ecology will be an active participant in the relicensing process, thus allowing the City and PM Team opportunity to address potential agency concerns through study plans prior to submitting a 401 application. Kleinschmidt will also support the pre-filing meeting 30 days prior to filing the application, as required by Ecology.
- **Participating in Environmental Review:** Assisting the City in any environmental reviews or assessments conducted by FERC or other agencies. Reviewing and preparing comments on the EA prepared by FERC staff (for the purposes of this proposal, we assume an EA will be prepared in lieu of an Environmental Impact Statement [EIS]).
- **Section 10(j) Process:** Supporting the City in developing technical justification, filing written comments, and/or participating in FERC's process for resolving preliminary determinations of inconsistency regarding terms and conditions filed by fish and wildlife agencies pursuant to the Fish and Wildlife Coordination Act.
- **Recommendations, Terms and Conditions, and Prescriptions:** Assisting the City in reviewing and providing recommendations or responses to agency recommendations for license terms and conditions filed within 60 days of the REA Notice.
- **Addressing Public Comments:** Assisting the City to review and respond to any public comments received on the FLA.

Should the License Order be deemed acceptable by the City, the Kleinschmidt Team will work with the City to develop a compliance implementation plan and approach. We have experience developing and working with several compliance platforms and can help the City find the right fit for staff.

- Deliverables:**
- Responses to AIR, as needed
 - Review License Order Conditions
 - 401 Water Quality Certification Application

Unique Aspects of Special Considerations

Kleinschmidt's review of readily available information indicates to us that there is no "existential threat" to the Upriver Project that is likely to be driven by outside parties. The Project is located in the upper reach of the Spokane River and bounded by two natural falls: Post Falls located upstream of Avista's Post Falls Dam (outlet of Lake Coeur d'Alene) and Spokane Falls located approximately 1.5 miles downstream of the Project at Avista's Upper Falls Dam. Avista owns the two hydroelectric developments upstream and downstream of the Project and operates under a 50-year FERC license issued in 2009. The upper Spokane River has a native redband (rainbow) trout population and historically (and currently) did not support migratory species such as anadromous salmonids or bull trout due to the presence of the two natural falls. Occasionally, a migratory species is observed in the upper reach, but these fish originate upstream in the Lake Coeur d'Alene drainage and have no sustained population in the upper Spokane River. No critical habitats for RTE species are known to be present in the Project area or adversely impacted by the Project. While water quality in the Spokane River is a concern, the source of water quality issues primarily originates from historic mining and land use activities upstream in the Coeur d'Alene basin and are unlikely connected to Project operations nor influenced by Project operations. The Project also provides non-power amenities within the FERC boundary, such as recreation and float plane operations associated with Felts Field. Recreation has a high community value in the urban setting and is anticipated to be a part of our strategic planning and risk management for early engagement. However, the most critical aspects of this relicensing decision may be the age of the infrastructure and the value that the City attributes to the Project's relationship to the water supply services. Therefore, a key service the Kleinschmidt Team will provide is to support the City's hydro staff in communicating internally as well as externally: tools to communicate the potential impact on water rates and city budgets under different scenarios will be helpful in educating interested residents about the importance of preserving the current operations.

The Kleinschmidt Team is experienced with working on projects in urban settings like Spokane and is sensitive to the unique relational dynamics that may occur between staff and participants living and working in the same community. Existing relationships between the City and community members, agencies, Tribal Nations, and other participants can provide valuable insights for strategic planning and the decision to proceed with either the ILP or TLP. These relationships offer important perspectives that will inform the decision-making process, ensuring that the chosen licensing process aligns with the needs and expectations of all involved parties.

The ILP is a FERC-driven process with strict timelines, which helps keep all participants on track but can be time-consuming and expensive. Some benefits of the ILP include:

- **Early Involvement of FERC Staff:** Following the filing of the NOI and PAD, FERC staff are involved from the start and will initiate the NEPA scoping process.
- **Early Scoping and Rigorous Study Planning:** This typically reduces requests for studies as relicensing progresses and provides a foundation for responding to late study requests.
- **Formal Process for Settling Study Disputes:** If needed, there is a formal process for resolving study disputes.

The ILP is ideal for complex projects that may have controversial aspects that would benefit from up-front FERC engagement. While Kleinschmidt's understanding of the Upriver Project does not indicate that the issues are polarizing, the fact that it is in an urban setting with a potential range of diverse interest groups that may lack familiarity with the relicensing process could be a reason to utilize the ILP. However, the ILP involves front-loading much of the work, which can be challenging for licensees or agencies with limited staff or resources.



The TLP is an applicant-driven process with fewer firm deadlines in which FERC does not formally get involved until after filing the FLA. It offers greater flexibility in scheduling consultation activities and managing engagement with agencies and other participants. This flexibility can aid in coordination with relicensing participants, potentially increasing involvement through collaborative communication and information sharing. The TLP is generally best suited for projects where few issues are anticipated. However, since FERC does not conduct scoping until after the FLA is filed, there is potential for relicensing participants to request additional studies based on study results or disagreements over previously denied study requests. If the City pursued a TLP process, Kleinschmidt would recommend several ways to reduce the risk that additional studies might be required.

Kleinschmidt intends to develop a relicensing schedule to accommodate both the ILP and TLP for review with the City. The decision to utilize a specific process would be made after outreach and early engagement and through careful evaluation with the City. The chosen process needs to be presented to FERC at the time of the NOI and PAD filing. The request to deviate from the ILP and pursue the TLP will require the following considerations by the City:

- Proof of consultation with key relicensing participants (and ideally, their support for using the TLP)
- Likelihood of timely license issuance
- Complexity of resource issues
- Level of anticipated controversy
- Relative cost of the TLP versus ILP
- Amount of available information and potential for significant disputes over studies
- Other pertinent factors

2.0 Management Proposal

Kleinschmidt is among the few full-service consulting firms in the United States specializing in hydropower, which makes up over 85 percent of our work. Kleinschmidt has successfully managed more than 125 licensing and relicensing projects, including over 30 projects using FERC's ILP and extensive experience with the TLP.

Kleinschmidt's experience will help the City navigate common and Project-specific challenges during the FERC relicensing process, with proven strategies and tactics to address issues such as agency and Tribal consultation, public education, and other participant engagement. The Kleinschmidt Team is based in the Intermountain West and Pacific Northwest and can quickly travel to Spokane, with our Project Manager located in Seattle, WA and our Deputy Project Manager in Missoula, MT.

Although FERC specifically defines the requirements of the relicensing process, each project presents its own unique challenges and pathways for navigating through the process. Kleinschmidt understands not all hydropower projects are created equally and has created a team specific for the Upriver Dam Project that is experienced in the region, understands the physical and cultural landscape, appreciates the development of City and relicensing participant relationships, and is familiar with other hydropower dams upstream and downstream of the Project. Kleinschmidt's Team has expertise in the technical disciplines as they relate to the Upper Columbia River basin and Spokane River subbasin to lead data collection technical documentation, and analysis required in the relicensing process.

Kleinschmidt's extensive history in hydropower consulting has enabled the establishment of specialized services for clients. The City will benefit from our team that provides significant experience in FERC compliance, skilled project managers with proven systems for scheduling, QA/QC, and document control, as well as facilitators adept at developing effective outreach and consultation with various relicensing participants, including Tribes, regulatory agencies, and local groups.



Minimum Qualifications

To address the minimum qualifications, Kleinschmidt has selected a few active and ongoing relicensing projects that best display the breadth of capabilities to manage various projects with both the ILP and TLP (Table 2). We understand the City anticipates utilizing the ILP. However, we would like to provide the City the opportunity to reassess the pros and cons of proceeding with the ILP versus TLP based on City staff availability, risk assessment, costs, relationships with relicensing participants, anticipated concerns, and schedule before making a final commitment, which is why we have identified some TLP projects below. The proposed Kleinschmidt Team can assist the City in this review of relicensing approaches, evaluation of the pros and cons, and support the regulatory requirements for both.

Kleinschmidt is currently managing the relicensing for the Rock Island Hydroelectric Project (license expires December 31, 2028) in Washington State on the Columbia River for Chelan Public Utility District. This project is utilizing the ILP and recently filed an RSP. During the recent study planning process, the Kleinschmidt Relicensing Team proposed 14 studies, and relicensing participants requested an additional 13 studies. Due to early outreach, scientific data gathering, and the relicensing team's firm understanding and implementation of FERC's study criteria, 11 of those additional study requests were rejected and not required by FERC in their Study Plan Determination. Kleinschmidt is also actively working to relicense Idaho Falls Power's Gem State Hydroelectric Project (license expires January 31, 2029) and Idaho Falls Hydroelectric Project (license expires November 30, 2033) on the Snake River in Idaho as one relicensing using the ILP. Kleinschmidt developed a strategy for combining the two FERC projects into one relicensing project that will result in a single license for both projects, thus saving the client (and relicensing participants) time and money. Kleinschmidt recently submitted a RSP to FERC that was approved with no comments. With respect to the TLP, Kleinschmidt is managing the Lee Vining Project on Lee Vining Creek in California for Southern California Edison (expires on January 31, 2027). Kleinschmidt will be filing the FLA by January 31, 2025. Building on existing relationships with relicensing participants, the licensee was able to get support from agencies to utilize the TLP.

Table 2: Relevant Projects - Minimum Requirements

Project Name, Owner	State	Licensing Process	Project Size	License Expiration
Rock Island Hydroelectric Project, Chelan PUD	WA	ILP	624 MW	December 31, 2028
Gem State Hydro Project/Idaho Falls Hydro Project, Idaho Falls Power	ID	ILP	22.6MW 24 MW	January 31, 2029
Lee Vining Hydroelectric Project, Southern California Edison	CA	TLP	11.25 MW	January 31, 2027

Project Team Experience

Kleinschmidt has extensive experience in managing FERC relicensing projects across the country. Our past and current experience on more than 40 ongoing relicensing projects in 30 states using all licensing processes equips our team with the background to anticipate and advise the City regarding new and emerging issues in relicensing and ways to successfully confront them. Table 3 highlights a selection of Intermountain West and West Coast projects that our team members have contributed to and participated in over the past decade. The projects demonstrate our Team's management and technical capabilities in addressing various key resource issues, both with the ILP and TLP, and internal collaboration.



In addition to our experience in preparing relicensing documents, Kleinschmidt served for 10 years as part of FERC's environmental services contractor team. Kleinschmidt reviewed licensee filings for adequacy, including EAs, PLPs, and license applications. Kleinschmidt also conducted environmental analyses for EISs on behalf of FERC to support relicensing projects.

As a result, our staff is very knowledgeable about FERC requirements and procedures for relicensing, including FERC's style requirements. This expertise has enabled us to successfully develop documents that meet FERC's requirements and expectations, resulting in lower costs for our clients.

Table 3: Summary of Relevant Experience

Project	Relevant Aspects				
	Process Type	Project Size	Status	Key Resource Issues	Proposed Staff with Direct Experience
Rock Island Hydroelectric Project Chelan PUD, Wenatchee, WA <i>Reference: Ben Truscott</i> 203 Olds Station Rd. Wenatchee, WA 98801 509-661-4532, Ben.Truscott@chelanpud.org	ILP	624 MW	Filed RSP in 2024 Ongoing through 2028	Water Quality Endangered Species Recreation Fisheries	Shannon Luoma Nathalie Denis, PMP Carl Mannheim, P.E.
Beaver Falls Hydroelectric Project Ketchikan Public Utilities, Ketchikan, AK <i>Reference: Jennifer Holstrom</i> 2930 Tongass Ave. Ketchikan, AK 99901 907-228-4733, JenniferHolstrom@Ketchikan.gov	TLP	7.1 MW	FLA filed. Final license expected January 2025	Cultural and Historic Properties Vegetation Management	Finlay Anderson Nathalie Denis, PMP Angela Whelpley
Bishop Creek Hydroelectric Project Southern California Edison, Bishop, CA <i>Reference: Matthew Woodhall</i> PO Box 8002244 Walnut Grove Avenue Rosemead, CA 91770 818-302-1603, Matthew.Woodhall@sce.com	ILP	29.2 MW	FLA filed. REA pending	Recreation Minimum Instream Flows Riparian Health	Finlay Anderson Shannon Luoma Kai Steimle Carissa Shoemaker
Lee Vining Hydroelectric Project Southern California Edison, Lee Vining, CA <i>Reference: Matthew Woodhall</i> PO Box 8002244 Walnut Grove Avenue Rosemead, CA 91770 818-302-1603, Matthew.Woodhall@sce.com	TLP	11.25 MW	DLA filed 8/2024. Ongoing through 2025	Operational Flexibility Endangered Species Recreation Fish Habitat Water Quality	Finlay Anderson Shannon Luoma Angela Whelpley Carissa Shoemaker
Banks Lake Hydroelectric, Pumped Storage Columbia Basin Hydropower, Ephrata, WA <i>Reference: Darvin Fales</i> 107 "D" Street NW Ephrata, WA 98823 509-754-2227, dfales@cbhydropower.org	BOR◇	500 MW	Ongoing	Strategic Planning Economic Evaluation Engineering Design Public Outreach Agency Consultation	Shannon Luoma Carl Mannheim, P.E. Lloyd Reed (Reed Consulting)
*Thompson Falls Hydroelectric Project NorthWestern Energy. Thompson Falls, MT <i>Reference: Jonathon Hanson</i> 1903 S Russell Street, Missoula, MT 406-542-5961, Jon.Hanson@NorthWestern.com	ILP	92 MW	FLA Filed 12/2023. Ongoing through 2025	Aquatic Resources Fisheries and Freshwater Mussel Fish Passage RTE Species Recreation	Kristi Webb

Project	Relevant Aspects				
	Process Type	Project Size	Status	Key Resource Issues	Proposed Staff with Direct Experience
Lundy Lakes Hydroelectric Project Southern California Edison, Mono County, CA <i>Reference: Matthew Woodhall</i> PO Box 8002244 Walnut Grove Avenue Rosemead, CA 91770 818-302-1603, Matthew.Woodhall@sce.com	ILP	4 MW	RSP filed 11/2024 Ongoing through 2029	Water Quality and Quantity	Finlay Anderson Shannon Luoma Angela Whelpley Carissa Shoemaker
**Weber Hydroelectric Project PacifiCorp, Kamas, UT <i>Reference: David Epstein</i> 257 East 200 South, Suite 200, Salt Lake City, UT 84111 801-366-2429, depstein@swca.com	ALP	3.85 MW	Post-Filing Phase, License Pending	Strategic Planning	Finlay Anderson
**Cutler Hydroelectric Project PacifiCorp, Elder County, UT <i>Reference: Eve Davies</i> 825 NE Multnomah Street Portland, OR 97232 801-220-2245, eve.davies@pacificorp.com	ILP	30 MW	Post-Filing Phase, FERC conducting NEPA	Water Quality Recreation Boating Access Fish Passage	Finlay Anderson

*Denotes staff experience

**Kleinschmidt was subconsultant to SWCA

◇ Bureau of Reclamation, former FERC ILP process

Project Team

Kleinschmidt has organized a core team to assist the City (Figure 3), focusing on project management, strategic planning, communication, participant outreach and engagement, consultation with regulatory agencies (e.g., Ecology for 401 certification), and preparation and submittal of all relicensing deliverables to FERC.

In collaboration with the City, the PM Team will guide, strategize, and manage the relicensing process for the Upriver Dam Project. As the Project Principal, Finlay Anderson provides significant knowledge and project experience in both ILP and TLP approaches, offering the City a valuable resource for strategic planning throughout the relicensing process. Shannon Luoma will administer the project as Project Manager, with Kristi Webb serving as Deputy Project Manager. As the primary contact for the Project, Shannon will manage the day-to-day project tasks, supervise the larger Kleinschmidt Team, and be responsible for all final deliverables. Working closely with Kristi, who will also oversee consultation with relicensing participants and members of the Triangle team, they will ensure the City has the needed support and guidance throughout the entire multi-year relicensing process. They bring with them extensive relicensing expertise, management experience, and valuable regional knowledge based on experience in the Pacific Northwest and Intermountain Region. Shannon is currently managing two other FERC relicensing projects: one is using the ILP with a license application filing date of October 2028, and the second is following the TLP with a license application filing date of January 2025.

Kleinschmidt has also identified technical leads/specialists to address key resource areas (see Table 4), including aquatic and terrestrial, botanical, riparian and wetland, RTE species (along with their critical habitats), cultural and tribal resources, recreation and land use (including shoreline), and water resources. The Kleinschmidt Team has three subconsultant teaming partners to augment our in-house team.



SWCA Environmental Consultants – Cultural Resources, Botanical, and Environmental Assessments

SWCA's Pacific Northwest subregion maintains a staff of over 60 experienced professionals who routinely conduct cultural resources investigations, biological surveys and assessments, habitat assessments, wetland surveys and determinations/delineations, and watershed assessments. Staff routinely prepare resource mitigation plans and permit packages and provide on-site third-party monitoring for compliance with environmental project requirements. The resource team is supported by field staff, GIS experts, technical editors, and administrative personnel committed to ensuring seamless project execution.



Their local Pacific Northwest team maintains excellent professional working relationships with state regulatory agencies, including the WDAHP, WDFW, and Ecology; with Tribal entities including Colville, Spokane, and Kootenai Tribes and the Upper Columbia United Tribes; and federal agencies including FERC, USFWS and U.S. Army Corps of Engineers. The agencies' confidence in their abilities is demonstrated by the regular, swift approvals received for regulatory documents and permit applications.

Triangle Associates – Public and Tribal Outreach

Triangle provides collaborative solutions to complex environmental, natural resource, and public policy challenges. With over 45 years of experience, Triangle specializes in facilitating meaningful dialogue and fostering inclusive and effective collaboration in complex regulatory processes. As neutral third-party facilitators, Triangle staff work to identify and explore overlapping priorities and interests between Tribes and government agencies by enhancing communication, fostering consultation, and discussing strategies for balancing habitat conservation with the increasing demands for energy, drinking water, and other human needs. Triangle brings extensive experience working with Tribes, First Nations, bands, and other tribal organizations for relicensing participation and public engagement, superfund/Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), mediation, and conflict resolution.



Reed Consulting – Economic Analysis

Reed Consulting

Mr. Reed has over 40 years of experience working on projects related to hydroelectric generating systems in the Pacific Northwest. As a former employee of Avista Utilities, he was responsible for developing Avista's annual operating plans for their fleet of hydroelectric projects, including Post Falls Dam, located just upstream of the City's Upriver Dam. In addition, Mr. Reed has resided in the Spokane area for approximately 12 years and is very familiar with the terrain, community, and urban/rural development surrounding the Upriver Dam reservoir. Mr. Reed is also an effective communicator who will support the Kleinschmidt Team and the City's personnel in engaging with various participants during the relicensing process.



Figure 3: Organization Chart

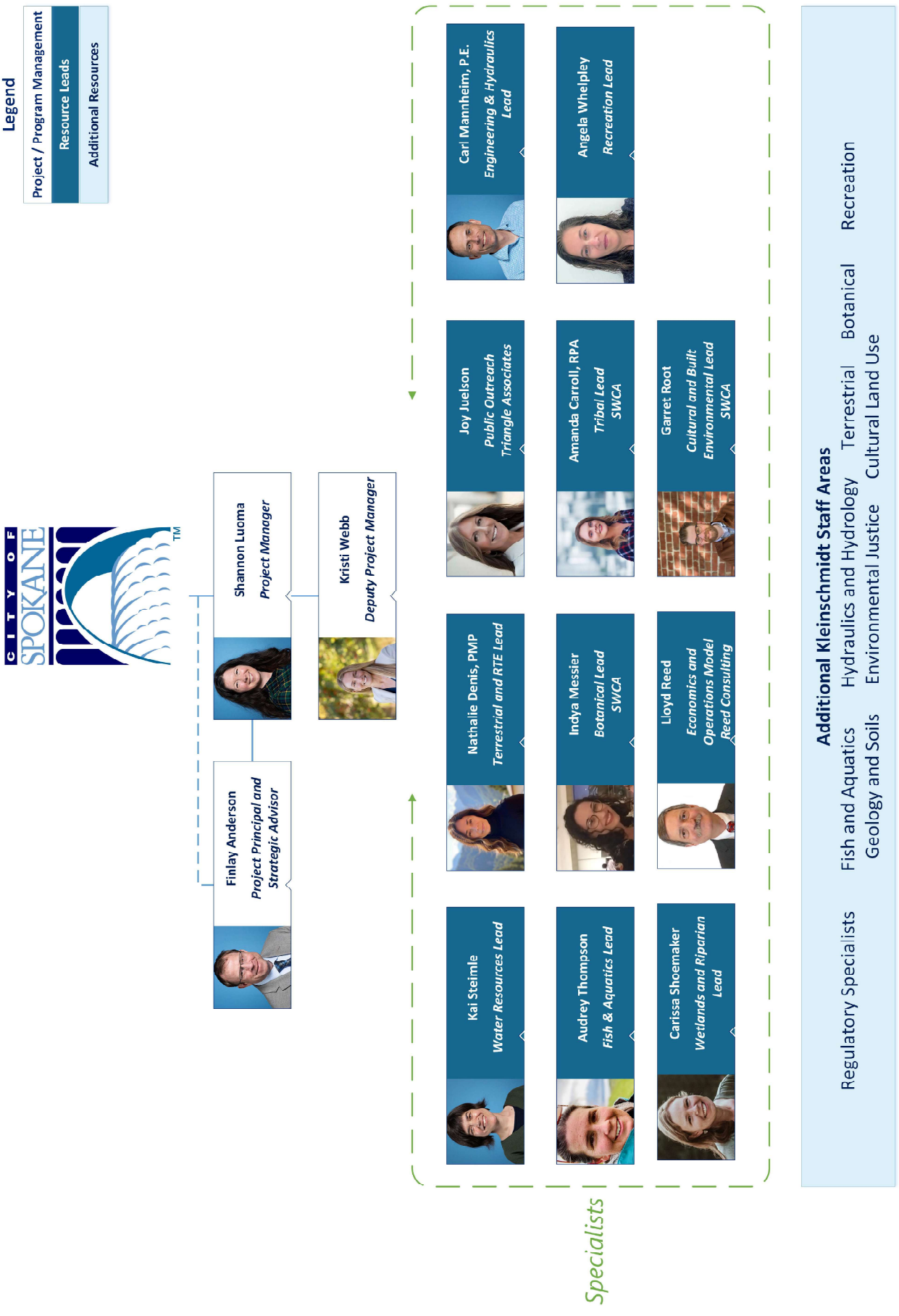


Table 4 summarizes each key team member's roles and responsibilities. Resumes for all team members are provided in Appendix B.



Roles and Responsibilities

Kleinschmidt utilizes the Deltek VantagePoint Resource Planning module to capture the workload requirements of each project by specific staff members, enabling managers to track and plan for staff availability. We will compare the resource requirements for the Upriver Dam Project with the projected availability of key personnel mentioned above and commit to the City that our key personnel will be available at the necessary level of bandwidth for the duration of this project.

Relicensing efforts are lengthy processes with varying degrees of effort required throughout. To address this, we have appointed a Deputy Project Manager and other technical specialists to ensure seamless transitions and integrate succession planning into our process. Staff involvement will vary throughout the project depending on the specific phase of the work. Peak periods are expected during the drafting of the PAD, study plan scoping and development, fieldwork, and license application preparation.

Table 4 details key personnel roles, responsibilities, and anticipated extent of involvement in the relicensing effort. Over the 6 to 7 years of work on the project, average availability requirements will be relatively low, but during key work periods, it may approach 100 percent, which Kleinschmidt will meet with thoughtful planning.

Table 4: Roles and Responsibilities for Key Personnel Roles and Responsibilities for Key Personnel

Name <i>Position/Role</i>	Responsibilities	Extent of Involvement
Shannon Luoma <i>Project Manager (PM)</i>	<ul style="list-style-type: none"> Serve as point-of-contact with the City on matters related to scope, schedule, and budget. Assume overall responsibility for the regulatory performance of the team and quality of deliverables and oversee day-to-day project actions. Develop and implement agency strategy with the City, Project Principal, and Technical Leads. Allocate staff resources. Serve as the regulatory agency point person. 	40%
Kristi Webb <i>Deputy Project Manager Consultation Manager</i>	<ul style="list-style-type: none"> Provide assistance to PM, tracking schedules for deliverables, meeting logistics, and preparation of materials. Ensure documents are consistent with the City's objectives and meet FERC regulatory requirements. Assist in the development of regulatory documents. Manage sub-consultants. Coordinate outreach strategy between the City and the PM Team. 	50%
Finlay Anderson <i>Project Principal Strategic Advisor</i>	<ul style="list-style-type: none"> Lead internal discussions with the City regarding strategic planning and relicensing process. Maintain consistent communications with PM to assess Project progress. Serve as point-of-contact for the City should any performance or contractual issues arise. Assume responsibility for client satisfaction. 	8%
Audrey Thompson <i>Fish & Aquatics Lead</i>	<ul style="list-style-type: none"> Provide technical expertise as lead scientist for fish & aquatics resources. Assist in developing any suggested study plans related to fish & aquatic resources. Lead author for fish & aquatics resources sections of the PAD and Exhibit E. Prepare management plans, if required. 	8% As needed
Kai Steimle <i>Water Resources Lead</i>	<ul style="list-style-type: none"> Provide technical expertise as lead scientist for water resources. Assist in developing any suggested study plans related to water resources. Lead author for water resources sections of the PAD and Exhibit E. 	12% As needed
Carissa Shoemaker <i>Wetlands & Riparian Lead</i>	<ul style="list-style-type: none"> Provide technical expertise as lead scientist for wetlands and riparian areas. Assist in developing any suggested study plans related to wetlands and riparian areas. Lead author for wetlands and riparian areas sections of the PAD and Exhibit E. 	5% As needed



Name Position/Role	Responsibilities	Extent of Involvement
Nathalie Denis, PMP <i>Terrestrial and RTE Lead</i>	<ul style="list-style-type: none"> • Provide technical expertise as lead scientist for terrestrial and RTE resources. • Assist in developing any suggested study plans related to terrestrial and RTE resources. • Lead author for terrestrial and RTE resource sections of the PAD and Exhibit E. 	5% As needed
Carl Mannheim, PE <i>Engineering & Hydraulics Lead</i>	<ul style="list-style-type: none"> • Provide technical expertise throughout the process as lead engineer for the Project. 	5% As needed
Angela Whelpley <i>Recreation Lead</i>	<ul style="list-style-type: none"> • Provide technical expertise as lead scientist for recreation, land use, and aesthetic resources. • Assist in developing suggested study plans for recreation, land use, and aesthetic resources. • Lead author for recreation, land use, and aesthetic resource sections of the PAD and Exhibit E. • Prepare management plans (e.g., recreation, aesthetic), if required. 	12% As needed
Lloyd Reed <i>Economics and Operations Model (Reed Consulting)</i>	<ul style="list-style-type: none"> • Assist the Team in performing various operational/economic analyses for the Upriver Dam project. • Assist the Team and City personnel in various relicensing outreach/public engagement activities. • Assist the Team in developing strategic/work plans for the relicensing process. 	12% As needed
Joy Juelson <i>Public Outreach (Triangle Associates)</i>	<ul style="list-style-type: none"> • Oversee the facilitation team and serve as the primary interface with the PM and DPM. • Oversee process design, communication, and development of documentation and communication systems. • Assist with facilitating large policy and work groups and provide leadership in interest-based collaboration. 	10% As needed
Garret Root <i>Cultural and Built Environment Lead (SWCA)</i>	<ul style="list-style-type: none"> • Provide technical expertise as lead scientist for built environment • Assist in developing any suggested study plans related to cultural and built environment resources. • Lead author for the built environment and cultural resource sections of the PAD and Exhibit E. 	15% As needed
Indya Messier <i>Botanical Lead (SWCA)</i>	<ul style="list-style-type: none"> • Provide technical expertise as lead scientist for botanical resources. • Assist in developing any suggested study plans related to botanical resources. • Lead author for botanical resource sections of the PAD and Exhibit E. 	5% As needed
Amanda Carroll, RPA <i>Tribal Lead (SWCA)</i>	<ul style="list-style-type: none"> • Provide technical expertise as lead scientist for Tribal resources. • Assist in developing any suggested study plans related to Tribal resources. • Lead author for Tribal resource sections of the PAD and Exhibit E 	15% As needed

Project Management and Controls

Kleinschmidt has well-developed internal processes for project management and will collaborate with the City at the initial kick-off meeting to identify external processes to be utilized with the City and relicensing participants. Internal processes include tracking project progress, accounting and invoicing, communication protocols, contacts, document review processes, and SharePoint organization and access.

Our management practices involve frequent communication through regular internal meetings to track project progress, staff allotments, and utilization. We use VantagePoint for workforce management, which ties directly to timesheet data, allowing for easy accounting of the budget percent complete versus the schedule and budget remaining. Routine and transparent communication with the City is essential for maintaining schedules



and budgets; this is typically accomplished through weekly or bi-weekly project management calls between the City and the PM Team.

Kleinschmidt's communication approach is simple: use technology and communication tools that can convey the most accurate level of communication most efficiently. Effective communication will be essential for the Project using email, phone, video conferencing (Microsoft Teams), and face-to-face communications. Kleinschmidt is dedicated to having the PM Team accessible to the City throughout the relicensing process and ensuring routine communication between the City and the PM Team for status updates, quick questions, strategy discussions, planning, document development/review, and so on.

At the Project kick-off meeting, Kleinschmidt will discuss with the City its preferred communication strategy and tools for ensuring regular internal team communication (the PM Team and City) and effective external communications with agencies, Tribes, and other relicensing participants. For communications involving relicensing participants, there will be a specific procedure for properly documenting those communications for the consultation record. Kleinschmidt believes that guidance on the content of email and other written documents subject to discovery is particularly important. Kleinschmidt will solicit the City's guidance on a communications strategy to support the Project.

Relicensing offers an opportunity to develop a long-term approach to managing information and compliance. Kleinschmidt will utilize its quality management system (QMS), following ISO 9001 standards, to deliver high-quality services and work products. This QMS ensures that all correspondence, documents, data, drawings, and other supporting materials are in an electronic format compatible with the City's software and equipment. This system allows for the re-use of data over time, protecting the City's investment in data collection.

Most relicensing projects utilize commonly available software packages and FERC accepted formats. Where resource studies, modeling efforts, or data management require specialized applications, we discuss these needs with the City in advance. Typically, even specialized applications produce output formats that can be utilized by common resources or viewers.

Kleinschmidt has a multi-step internal review process for preparing and finalizing deliverables. Draft documents undergo internal reviews for consistency, compliance, and QA/QC prior to submittal for any external review. A document review protocol with the City will be established during the kick-off meeting, and all final documents will be stored on the Project's SharePoint site.

Scheduling is a collaborative process, and Kleinschmidt will present a practical schedule to meet the City's timeline while focusing on meeting the strict deadlines imposed by FERC license expiration and the relicensing process. This schedule will be revisited throughout the relicensing process and updated accordingly as the project evolves. We will develop a Gantt chart based on the work breakdown structure for project phases and tasks. Updates on project progress, schedule, and work breakdown structures will be provided regularly to the City throughout the relicensing process.

In the course of FERC relicensing, Kleinschmidt integrates change management practices within our project management and controls framework. We proactively monitor project milestones and external influences to enable early identification of potential changes. Our approach ensures that communication, scheduling, and document control processes are adaptable to evolving project needs and regulatory requirements. Through transparent communication with the City, we can assess impacts, implement adjustments to minimize disruptions, and maintain project schedules and budget expectations.



Appendix A

Contract Terms and Conditions Mark Up

ATTACHMENT 1

REQUEST FOR QUALIFICATIONS #6256-24 - TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this Request for Qualifications (hereinafter "RFQu") shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFQu

In the event it becomes necessary to revise any part of this RFQu or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFQu in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQu, in conduct of a presentation, or any other activities related to responding to this RFQu.

7. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

10. NONDISCRIMINATION

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

11. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

12. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or RFQu 6256-24 -Attachment 1 -Terms and Conditions

improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

13. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

14. 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.

15. DISPUTES

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

16. 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.

17. LIABILITY

The Firm shall indemnify, ~~defend~~, and hold harmless the City, its officers, and employees from ~~all~~ claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

18. INSURANCE COVERAGE

During the period of the Agreement, the Firm 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 Firm's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Firm's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm 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 Firm'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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

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

20. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Qualifications by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting his or her Proposal, to the best of his or her knowledge and belief, that:

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

C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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

21. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

22. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm’s services including the letting of subcontracts in connection with any project work related to this RFQu may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

24. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm’s services including the letting of subcontracts in connection with any project work related to this RFQu may be required to conform to the applicable requirements of Federal, State and local laws and ordinances.

25. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

26. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

27. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

28. NATIONAL ENVIRONMENTAL POLICY ACT

The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

29. RESOURCE CONSERVATION AND RECOVERY ACT

Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

30. USE OF RECYCLED PAPER

All reports prepared by the Firm for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

31. WORKPLACE LISTING

The Firm will provide a list of all workplaces under this contract. The Firm will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

32. SALARY RATE

Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Firm's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.

Referenced CFR refers to EPA grants and doesn't seem applicable. Federal pay schedules no longer include GS-18 rates, GS-18 rates have been rolled into to ES-3 rates. 2024 ES-3 base rate is \$204,000/ year unless it is for an agency with Certified Appraisals raising the rate to \$221,000. Base rates typically have increases for "Locality". Please confirm the rate the City of Spokane is using for this provision.



Appendix B

Resumes



SHANNON LUOMA

Project Role: **Project Manager**

Shannon Luoma has 19 years of regulatory experience and specializes in state and federal permitting, including National Environmental Policy Act (NEPA) compliance as well as Federal Energy Regulatory Commission (FERC) relicensing. She is an experienced Project Manager with proficiency in meeting facilitation, group collaboration, and project implementation and budget development. She has significant training and understanding in project implementation on both small- and large-scale regulatory and environmental projects involving many stakeholders and subconsultants.

Position with Firm

Project Licensing Coordinator

Key Expertise

- Federal Permitting
- NEPA – EAs & EISs
- FERC Licensing / Relicensing / Surrenders / Amendments
- FERC Compliance Management & Implementation
- State Permitting

Education

Certificate, Environmental Law and Regulation, University of Washington
B.S. Political Science, Ohio University
40-hour Wetland Delineation Training

Years of Experience

With Kleinschmidt: 5
Total: 19

Relevant Project Experience

FERC Relicensing, Lee Vining Hydroelectric Project Southern California Edison, Lee Vining, CA

Project Manager responsible for providing regulatory expertise for a multi-development project using the TLP. Provided coordination, management, and execution of regulatory documents and processes, and coordinated a large team of subconsultants and technical staff. Facilitate public meetings and technical work group (TWG) meetings. Provided regular updates to the client and managed implementation of the Technical Study Plans and development of the DLA and FLA.

FERC Relicensing, Lundy Hydroelectric Project Southern California Edison, Mono City, CA

Technical Advisor responsible for providing FERC regulatory expertise on a California relicensing project using the ILP. Provided technical guidance and strategic coordination for stakeholder engagement to the client and relicensing team. Facilitate public meetings and technical work group (TWG) meetings. Provides regular updates to the Project Manager and support the development of project deliverables.

FERC Relicensing, Rock Island Project Relicensing Chelan County Public Utility District, Wenatchee, WA

Technical Advisor responsible for supporting the Kleinschmidt project management team with regard to licensing documents and strategic approach for the PAD, study plans and early DLA planning.

FERC Relicensing, Idaho Falls and Gem State Hydroelectric Projects Idaho Falls Power, Idaho Falls, ID

Technical Advisor responsible for providing FERC regulatory expertise on a project where two different FERC Hydroelectric Facilities are being relicensed together. Managed development of the PAD and Proposed Study Plans. Facilitated Study Plan meetings and coordinated with subconsultants. Provides regular updates to the Project Manager and support the development of project deliverables.

Regulatory Approvals, Banks Lake Pumped Storage Project Columbia Basin Hydropower, Ephrata, WA

Permitting and outreach lead responsible for supporting preparation of the necessary documentation for FERC, the Bureau of Reclamation and Bonneville Power to move to the next phases of approvals following the feasibility design phase. Engineering activities included the development of mechanical design criteria for pumped/generating equipment with 8,000cfs pumping capacity per unit; coordination of discussions with potential pump and generator suppliers; one line transmission drawings and conceptual design of step-up transformer substation.

FERC Relicensing, Bishop Creek Hydroelectric Project Southern California Edison, Bishop, CA

Deputy Project Manager responsible for providing regulatory expertise for multi-development project. Provided coordination, management, and execution of regulatory documents and processes; managed sub consultants and the technical team. Field and Safety program leader, manage document production and drafting. Currently assisting the client through post-licensing deliverables.

FERC License Compliance and Strategy, Enloe Hydroelectric Project Okanogan Public Utility District, Okanogan, WA

Project Coordinator responsible for managing the SharePoint document management website, attended work group meetings, assisted with project management, client communications and

expectations, maintained the consultation record, assisted in budget tracking, subconsultant management, data acquisition and management, and numerous other tasks to enable the smooth running of the project.

FERC License Surrender, Kanaka Hydroelectric Project Eagle Creek Renewable Energy, Butte County, CA

Project Manager responsible for developing the Surrender Application for a hydro facility in Northcentral California. Project involves an Applicant Prepared Environmental Assessment, Dam Decommissioning Plan, Facility Removal Plan and permitting, including a 401 Certification. The Proposed Action is to demolish the powerhouse while leaving the dam in place and abandoning the tailrace and penstock. Shannon is managing the project and supporting the client through consultation with Tribes, federal, and state agencies during the surrender process.

Dam Decommissioning, Lower Klamath Hydroelectric Project Klamath River Renewal Corporation, Klamath River, OR and CA

Deputy Project Manager responsible for providing decommissioning process support to Owner's Representative. Managed development and delivery of the Exhibit E Environmental Document and supported the development of the Dam Decommissioning Plan. Advised on content requirements management plans, coordinated compliance approach and reviewed NEPA approach, and advised the client on essential elements of FERC's requirements for decommissioning plans.

FERC Relicensing, River Falls Hydroelectric Project River Falls Municipal Utilities, River Falls, WI

Licensing Coordinator responsible for support pre-application document development. The Project is licensed as a two-development project, and RFMU intends to apply for relicensing of the Junction Falls development and propose the decommissioning of the Powell Falls development. Authored and contributed to various sections, including Reservoir Shoreline and Streambank Conditions, Architectural Review, Historic and Cultural Properties, Fish and Aquatics, Recreation, and Vegetation, among others, and reviewed background materials.

State Environmental Policy Act (SEPA) EIS, Third Party Dangerous Waste Permit Renewal Project, WA Dept. of Ecology, Richland, WA

Project Manager responsible for working directly with the Washington Department of Ecology and the applicant to prepare scoping and begin drafting the DEIS under the WA State Environmental Policy Act. Resource areas include the built environment, human health, transportation (including trucks, rail and barges) and traffic in addition to air quality and environmental justice. Managed the scoping and comment response process in addition to a subconsultant specializing in mixed waste.

SEPA Review, Tesoro-Savage Petroleum Terminal Scoping Comments Washington State Energy Facility Site Evaluation Council (EFSEC), WA

Lead Project Coordinator responsible for managing a team of four to read and process 31,000 public scoping comments received during the scoping period. She and her team defined categories for comments, managed deadlines, assigned work, and drafted the scoping report for client review as well as provided weekly updates to the client.

Supplemental SEPA EIS, SEIS on Aquatic Chemicals & Pesticides, Washington Department of Ecology, Statewide, WA,

Deputy Project Manager responsible for Supplemental EIS (SEIS) for control and management of noxious aquatic weeds and plants in support of an annual permit renewal from Washington Department of Ecology. The SEIS updated and revised information from the previous EIS (1980) and other SEIS documents prepared between 2000 and 2012. Responsible for managing the project budget, the SEPA review, organizing the data received from technical leads, managing client expectations and formatting and leading the effort to produce the Final Draft SEIS for public comment.

FERC Relicensing, Bucks Creek Hydroelectric Project Pacific Gas and Electric Company and the City of Santa Clara, Plumas County, CA

Project Coordinator responsible for providing expert guidance and strategic relicensing services in support of relicensing the Bucks Creek Hydroelectric Project under the FERC Integrated Licensing Process (ILP). Attended agency consultation meetings, reviews relevant technical summaries (vegetation and water quality) and assisted in tracking the budget and managing the subconsultants.

Environmental Permitting for the Umatilla Water Diversion Upgrade



KRISTI WEB

Project Role: **Deputy Project Manager**

Kristi has provided environmental consulting services for over 20 years. She is experienced in business ownership, project management, FERC regulatory compliance and relicensing, agency consultation, ESA consultation with emphasis on Bull Trout, preparation of NEPA supporting documents, coordination of environmental regulatory requirements and schedules, data management and analysis, technical writing, and preparation of a variety of federal, state, and local environmental permits. Her project experience encompasses hydroelectric facilities, non-power dams, transmission lines, irrigation canals, and other water conveyance systems and geographically covers Alaska, California, Colorado, Idaho, Montana, South Dakota, and Washington.

Position with Firm

Senior Licensing Coordinator

Key Expertise

- Agency Consultation
- Biological Assessment
- Data Management
- Document Control
- ESA Consulting and Compliance
- FERC License Compliance
- Fish Passage Studies
- Fishery Surveys
- NEPA Compliance
- Permitting
- Regulatory Management
- Stakeholder Coordination

Certification/Training

Certified Fisheries Professional, American Fisheries Society (#3242)

NEPA Training 2003, 2016

Professional Affiliations

American Fisheries Society, Certified Fisheries Professional 2011 – Present

American Fisheries Society, Member 2003 – Present

American Water Resources Association, 2013

Montana Chapter American Fisheries Society, Member 2003 – Present

Montana Chapter American Fisheries Society, Membership Chair 2007-2010

Northwest Scientific, 2008

Education

MS, Environmental Science, Indiana University, 2003

Relevant Project Experience

Aquatic and Habitat Assessment, Intermountain Province Subbasin Plan Washington and Idaho, Northwest Power and Conservation Council (NPCC), Intermountain Region, WA, ID

Member of a team preparing a fish and wildlife plan for six subbasins in northeastern Washington and northern Idaho, for the NPCC. Primary author of the Pend Oreille, Coeur d'Alene, and Spokane subbasin aquatic assessments. The plan outlines fish and wildlife protection and restoration strategies for the next 10-15 years. Prepared a report assessing current conditions and limiting factors for fish and wildlife and assembled an inventory of existing programs and projects.

Environmental Regulatory Management, Thompson Falls Upstream Fish Passage Project

PPL Montana, Thompson Falls, MT

Environmental Coordinator managing the preparation of pre-construction environmental studies and environmental compliance documents, and post-construction monitoring plans in support of the first Bull Trout upstream fish passage facility (\$ 7 million project) built in the United States. Responsible for preparing the Biological Evaluation of threatened and endangered (T&E) species present in the project area. Consulted with USFWS for compliance with Section 7 of the ESA regarding impacts to Bull Trout. Coordinated with USFWS; MDEQ; Confederated Salish Kootenai Tribe; MFWP; and Avista Corporation in preparation of the final Biological Evaluation. Prepared the environmental permitting applications (Joint Application) and supporting documentation for compliance with federal, including FERC, state, and local regulatory requirements.

Biological Assessment, Lower Jocko J Diversion Fisheries Design Criteria Development

DOWL, Jocko River, MT

Fisheries Biologist developed upstream fish passage design criteria for the Confederated Salish and Kootenai Tribes (CSKT) Lower Jocko J Diversion Project and prepare a Biological Assessment for Bull Trout. Completed a literature review on swimming abilities of fish species present in the Jocko River (minnow, sucker, sculpin, trout and whitefish). Developed upstream fish criteria to address juvenile and adult life stages and swim speeds. The criteria were utilized by the design engineer to address upstream fish passage for the reconstruction of the Lower Jocko J Canal diversion, headworks, and fish screening facilities.

FERC Relicensing, Thompson Falls Integrated Licensing Process (ILP) NorthWestern Energy, Thompson Falls, MT

Scientist providing support in integrated licensing process (ILP) of Thompson Falls Hydroelectric Project. Thompson Falls Dam is a 94 MW hydroelectric facility located on the Lower Clark Fork River. Providing technical services regarding natural resources to the management team. Services including consultation with state and federal agencies and the preparation of the Preliminary Application Document, 10-year Fish Passage Evaluation Report, Proposed Study Plan and Study Reports, Biological Assessment, Draft License Application and Final License Application. Responsible for preparing supporting documentation regarding aquatic and terrestrial (wildlife, botanical, weeds) resources, as well as threatened and endangered and species of concern. Participating in the fish behavior study using radio telemetry in 2021-2023. Responsibilities include development of the study plan, coordination with agencies,

BS Ecology, Evolution and Conservation
Biology and BA Norwegian, University of
Washington, 1999

Years of Experience

With Kleinschmidt: 1

Total: 23

implementation of study, data management and processing, data analysis, fish tracking, and report preparation.

FERC License Amendment, Rainbow Redevelopment Project

PPL Montana, Great Falls, MT

Environmental Regulatory Project Manager for a \$280 million project for the redevelopment of the Rainbow Hydroelectric Facility located on the Missouri River. Coordination efforts for the project included identification, scheduling, preparation, technical review, and submittal of environmental permitting applications and supporting documentation. The project increased generating capacity by nearly 60 percent (35 MW to 60 MW) and required the replacement of all generating infrastructure excluding the dam. Identified the environmental permitting associated with proposed construction activities in compliance with federal (including FERC), state, and local agencies. Managed the preparation, modification, extension, transfer, and/or termination of project permits related to construction activities and coordinated with respective agencies and other interests. Managed environmental compliance requirements for the FERC license, Section 401, 402, 404 of the CWA; Section 10 of the Rivers and Harbors Act; Section 106 of the National Historic Preservation Act; 310 permit with the Cascade County Conservation District; 318 Authorization from MDEQ; MPDES Stormwater Construction General Permit from MDEQ, Construction Dewatering General and Individual permits with MDEQ; and Cascade County permitting and regulatory requirements. Reviewed water rights for the project and identified alternative water sources for construction. Managed field efforts for investigation of biological resources including threatened and endangered species, rare and sensitive species, general wildlife and plant species, and aquatic resources. Collaborated with owner, general contractor, engineers, agencies, and multiple subconsultants for the preparation of environmental documentation, scheduling, and maintaining environmental compliance.

FERC Relicensing, Mystic Lake Hydroelectric Project ILP Relicensing and FERC Compliance

PPL Montana/NorthWestern, Fishtail, MT

Coordinated FERC relicensing efforts for Mystic Lake Hydroelectric Project using the Integrated Licensing Process (ILP). Primary writer and compiler of the Mystic Lake Pre-Application Document (PAD). Reviewed materials submitted by team members to ensure compliance with FERC regulations for the ILP, and compiled materials into a consistent format. Author of environmental sections of the PAD. Reviewed and wrote study plans for wildlife and riparian issues at Mystic Lake. Conducted a riparian assessment (proper functioning condition) in the project area and a shoreline erosion survey at Mystic Lake. Prepared, finalized, and submitted the biological evaluation and biological assessment for the Mystic Lake project to FERC. Coordinated and prepared the Final License Application. FERC accepted and approved a new license for the Mystic Lake Hydroelectric Project in December 2007. The new license was effective on January 1, 2009. This project was the first license issued by FERC in the nation using the ILP. Environmental coordinator responsible for implementation of new FERC license requirements effective January 1, 2009. Managed implementation of 2009-2024 tasks for compliance with the protection, mitigation, and enhancement measures for aquatic and terrestrial resources specified in the FERC license at Mystic Lake Hydroelectric Project.

FERC Non-Capacity License Amendment, Great Falls Area 100kV Interconnection Replacement Project

PPL Montana, Great Falls, MT

Project Manager for environmental regulatory compliance of a \$55 million project to replace a 10-mile 100kV radial line corridor and reroute portions of the corridor. The 100kV line corridor interconnects FERC Project 2188's four hydro facilities (Rainbow, Ryan, Cochrane, and Morony dams) on the Missouri River. Identified federal, state, and local environmental requirements for project. Managed and assisted in the preparation, technical review, and submittal of supporting environmental documentation and permit applications for federal, state, and local requirements, including FERC compliance. Developed and maintained an environmental management system to track regulatory requirements, submittal deadlines, and duration of each permit. Managed field efforts for investigation of biological resources including T&E species, rare and sensitive species, general wildlife and plant species, and aquatic resources. Provided the owner with a quarterly inspection report regarding regulatory compliance on site. Responsibilities also included coordination with the owner, engineers, various agencies, and multiple subconsultants for completion of supporting environmental documentation, scheduling, and maintaining regulatory compliance through the duration of the project.



FINLAY M. ANDERSON

Project Role: **Project Principal**

Finlay Anderson has 23 years of hydropower-specific experience and specializes in Federal Energy Regulatory Commission (FERC) licensing and compliance of hydropower projects, Special Use Permitting, National Environmental Policy Act (NEPA) compliance, and Endangered Species Act consultation. He has extensive experience managing and facilitating technical teams representing agencies, non-governmental agencies, and utility clients. Finlay has strength in strategic planning and communication with public and private sectors around natural resource issues and energy production regionally and nationally, including fish passage, power production analyses, environmental reconnaissance and permitting. He provides planning and process support for and coordination of stakeholder consultation activities.

Position with Firm

Principal Consultant

Key Expertise

- FERC Licensing/Relicensing/Amendments
- Regulatory Strategic Planning
- Stakeholder Identification and Facilitation
- Agency Consultation
- FERC Compliance Management and Implementation
- Federal Permitting
- State Agency Consultation and State/Local Permitting
- NEPA - EAs and EISs

Professional Affiliations

National Hydropower Association

Northwest Hydroelectric Association
(Board Member)

West Multnomah Soil and Water
Conservation District (Associate Director)

Education

M.S. Marine Resource Management,
College of Oceanic and Atmospheric
Sciences, Oregon State University, 1995

B.S. Biological Services, University of Puget
Sound, 1988

Years of Experience

With Kleinschmidt: 9

Total: 23

Relevant Project Experience

FERC Relicensing (Strategy and Preparation), Idaho Falls and Gem State Projects Idaho Falls Power, Bonneville County, ID

Strategic Advisor responsible for providing guidance and strategic direction for a strategic plan to relicense the Idaho Falls and Gem State Projects. Project included a compliance audit of existing project licenses, exhibits, plans, certifications, and correspondence, as well as a review of regional plans, reports, studies, stakeholder involvement and interest, and proceedings that may affect the upcoming relicensing of Idaho Falls Power's projects. These efforts resulted in recommended actions and budgetary plan that is currently being implemented. Pre-Application Document (PAD) is ready 1 year ahead of filing schedule and stakeholder interviews have resulted in clear understanding of minor (and achievable) objectives.

FERC Relicensing, Beaver Falls Hydroelectric Project Ketchikan Public Utilities, Ketchikan, AK

Project Manager responsible for leading strategic guidance to City of Ketchikan (dba Ketchikan Public Utilities) on anticipated issues and studies related to renewal of existing Project; provided budgetary numbers for relicensing process; advised on alternative licensing processes; proposed preparatory steps for addressing project boundary and FERC compliance issues which resulted in significant savings in annual changes. Final License Application (FLA) in October 2022 retained operational flexibility and minimal new PMEs to meet agency objectives. Overall relicensing budget maintained.

FERC Relicensing, Lee Vining Hydroelectric Project Southern California Edison, Bishop, CA

FERC Advisor responsible for leading the strategic guidance for single unit project, in the midst of operational changes. Overseeing the development of study plan utilizing the Traditional Licensing Project (TLP) and successfully narrowed scope of effects analysis to narrow range of issues. Oversee development of regulatory documents and process, manage technical study program, coordinate technical team's involvement with stakeholders and regulatory agencies that has resulted in no study disputes and adverse FERC determinations.

FERC Relicensing, Bishop Creek Hydroelectric Project Southern California Edison, Bishop, CA

Project Manager responsible for leading the strategic guidance for multi-development project. Oversaw regulatory documents and processes, managed the technical study program, and coordinated the technical team's involvement with stakeholders and regulatory agencies. Outcomes include a net increase in generation, retention of operational flexibility, and Protection Mitigation and Enhancement (PME) measures that meet desired management objectives for federal and state resource agencies.

FERC Licensing, Solomon Gulch Hydroelectric Project Copper Valley Electric Association, Valdez, AK

Project Director and Technical Advisor responsible for supporting CVEA to relicense its 12 MW Solomon Gulch Hydroelectric Project, commissioned in 1982. Facilitated the development of a Strategic Relicensing Plan that identified the cost-benefits of pursuing a non-capacity amendment of removing the transmission line from FERC jurisdiction to reduce the scope of relicensing. Services to date have included strategy development and budget planning; development and filing of a PAD; agency and

stakeholder outreach and consultation; study planning and initial implementation; and advancement of the transmission line amendment strategy.

Relicensing Strategic Planning, Tyee and Swan Lake

Southeast Alaska Power Agency, Ketchikan, AK

Project Director responsible for overseeing a strategic planning process to prepare for the FERC relicensing. Reviewed the projects' histories through available FERC materials and related compliance documents. Supported Board discussions around the relicensing strategies for SEAPA's hydro assets and provided additional support for emerging opportunities to add to incremental generation. The Tyee Lake is a natural lake, and the hydro project is a lake tap with an installed capacity of 22.5 MW. The 22.5-MW Swan Lake Project consists of a 174-foot-high concrete arch dam on Falls Creek and spillway; the impounded and enlarged Swan Lake; 2,217-foot-long power tunnel; powerhouse with two 11.25-MW Francis turbine generating units; 13.8/115-kV substation adjacent to powerhouse; port facilities on Carroll Inlet; access roads connecting the port facilities to the powerhouse and dam; and a 30.5-mile-long 115-kV transmission line extending from the powerhouse to the S.W. Bailey Substation in Ketchikan.

FERC Relicensing, Cutler Hydroelectric Project

PacifiCorp, Logan, UT

Project Advisor responsible for strategic planning for relicensing, oversight of regulatory aspects of the relicensing team, including issue identification, study plan determination, and development of a process plan and schedule. On time and on-budget delivery of FLA has addressed proposed changes to Project operations to provide additional generation and water management flexibility. A challenging range of stakeholder issues and landowner concerns were addressed through proactive strategy of engagement and clear documentation of the process through FERC.

FERC Relicensing, Weber Hydroelectric Project

PacifiCorp, Ogden, UT

Project Manager for providing licensing support for Weber relicensing effort, using the Alternative Licensing Process. Provided guidance on regulatory requirements, technical review of National Environmental Policy Act (NEPA) analysis. Fish passage objectives of resource agencies met within Project budget.

Non-Capacity Amendment, Opal Springs Hydroelectric Project

Deschutes Valley Water District, Opal Springs, OR

Program Manager responsible for providing strategic planning and facilitation of multi-party negotiations over fish passage at the Opal Springs Hydroelectric Project (FERC No. 5891) with outcome resulting in potential additional hydropower in addition to fish passage. Managed ongoing consultations and acted as Owner's Representative for developing procurement and construction services. Developed permitting and amendment related documents. Conducted outreach to funding organizations succeeded in assembling 60% of outside funding to support upstream fish passage; provided strategic communication to board, interest groups, and governmental organizations. This project avoided ESA-related litigation and positioned the licensee to initiate relicensing with significant resource concern addressed and positive public / community relations.

FERC Licensing, Bradley Lake Hydroelectric Project

Alaska Energy Authority, Homer, AK

Project Manager responsible for leading the license amendment process for the Bradley Lake hydroelectric project near Homer, Alaska. Facilitated drafting the ICD and study plan and was responsible for developing the water quality, fisheries and aquatic habitat studies and agency consultation. The Bradley Lake license amendment would divert glacial melt from an adjacent watershed to increase power generation. Target study species included Coho Salmon, Sockeye Salmon, and Dolly Varden.

Non-Capacity FERC Amendment, Swan Lake Expansion Project

Southeast Alaska Power Agency, Ketchikan, AK

Project Manager responsible for providing approach and support for a proposed non-capacity amendment of the Swan Lake Hydropower Project. Identified and scoped efforts to address all state and federal permitting needs. Provided facilitation and consultation support and scoped efforts for environmental subcontractors. Consulted with agencies on appropriate scope of environmental studies. Oversaw development of regulatory documents. Project added 30% additional storage with no operational restrictions.



AUDREY THOMPSON

Project Role: Fish & Aquatics Lead

Audrey Thompson has 18 years of hydropower-specific experience and specializes in fish behavior, movement, and habitat use. She is experienced in designing, implementing, and managing these types of fish ecology studies. Audrey is an expert in biotelemetry technologies and uses innovative methods to answer fisheries research questions that have ranged in size and complexity from site fidelity and spawning behavior of steelhead to fine-scale evaluations of three-dimensional (3D) behavior of various species, to large-scale fish passage and survival evaluations at hydropower dams on the Columbia and Snake rivers. She serves as a subject matter expert for white sturgeon, lamprey, bull trout, and resident fishes on major relicensing studies. She has engaged in scientific working groups refining and advancing technology and worked with public and citizen science groups to build public understanding and engagement on Pacific Salmon ecology and habitat issues in Washington, Alaska, and elsewhere. She is an occasional guest lecturer at Western Washington University's College of the Environment in Ecology, Fisheries, and Marine Conservation courses.

Position with Firm

Senior Scientist
Fisheries Engineering Section Manager

Key Expertise

- Radio Telemetry/Biotelemetry
- Biological Monitoring
- Fish Passage
- Fisheries & Aquatic Sciences
- Fish Population Assessments & Baseline Studies
- Large Wood Structures
- Fish Barrier Evaluation
- Mitigation Planning
- Program Management

Certification/Training

WA / BC Boat Operator Certification

First Aid / CPR / AED 2023. Swiftwater
Rescue Level II Certification 2023

Education

M.S., Ecology / Biology – University of
Montana, 2007

B.A., Biology – Colgate University, 2004

Years of Experience

With Kleinschmidt: 4
Total: 18

Relevant Project Experience

FERC Relicensing, Rock Island Hydroelectric Project Chelan PUD, Columbia River, WA

Senior Scientist responsible for preparing environmental exhibits for FERC licensing documents including the water quality sections of an Initial Consultation Document (ICD) for a large hydropower project in Washington. Subject matter expert for white sturgeon, pacific lamprey, bull trout, and resident fishes.

FERC Relicensing, Lloyd Shoals Hydroelectric Project Georgia Power Company, Ocmulgee River Near Jackson, GA

Senior Scientist responsible for the implementation of aquatic resource study plans. Project includes studies of American Eel populations and water quality in project tailwater. Conducted sampling for American Eel using multiple gear types (electrofishing and eel traps).

Feasibility Study for use of 2-D Telemetry, Englebright Dam Yuba County Water Agency, Yuba County, CA

Principal Investigator responsible for working with various telemetry technology vendors to secure equipment for testing detection range and efficiency in a challenging white-water tailrace. HTI, JSATS, and radio receivers were deployed throughout the study area, and extensive tag drags were completed. Completed range testing analysis and prepared a technical report and recommendations on gear selection for a critical relicensing study. Presented the results at a regulatory meeting including the Federal Energy Regulatory Commission, California State Water Board, California Fish and Wildlife, National Marine Fisheries, and Yuba County Water Agency.

Habitat Assessment, Howard Hanson Dam Green River LWD U.S. Army Corps of Engineers, Green River, WA

Project Manager responsible for Large Wood Structures (LWS) assessment and habitat monitoring. The objective of this long-term study is to monitor and characterize changes to the quality and quantity of habitat suitable for all life stages of Pacific Salmon in the Green River watershed in Washington State. The USACE maintains a program of supplementation of large wood recruitment in the watershed which are tagged with individual markers. Annual monitoring over the past 15 years tracks movement of LWD in the basin, monitor changes in habitat, side channel connectivity, position of log jams in the 34 miles below the supplementation point.

Juvenile Salmon Fish Collection Alternatives Analysis Yuba County Water Authority, Yuba River, WA

Senior scientist responsible for reviewing inputs and results of Biological Performance Testing (BPT) model to evaluate alternatives for development of a trap-and-haul program for Chinook juveniles to be constructed and implemented on the Yuba River in California. Subject matter expert for fish collection, fish passage, and juvenile salmon biology.

Water Rights Adjudication, Nooksack River

Department of Justice/ Lummi Tribe of Indians, Nooksack River, WA.

Senior scientist responsible for reviewing and compiling biological data on the distribution and fish use of habitats within the Nooksack Basin and participation in technical working group and legal proceedings related to the filing of a water rights adjudication on the Nooksack River, Washington.

Flood Control Mitigation Program, Chehalis River Basin

Chehalis Flood Control Zone District, Chehalis, WA

Fisheries Scientist responsible for leading the development of stream mitigation planning associated with development of a flood control facility in the Upper Chehalis River basin. The Chehalis is the second largest river system in Washington with five species of Pacific salmon and many other native fishes, amphibians, and invertebrates. The Kleinschmidt team is responsible for identifying, evaluating, and developing mitigation options for 20 miles of potentially impacted river. Mitigation will be focused on in-channel, riparian and wetland habitats with a commitment of no net loss of habitat value to the aquatic resources in the upper basin. Responsibilities include internal communication with facility design team, stakeholder and agency collaboration, and support with landowner engagement.

JSATS Saltwater Feasibility Evaluation

Thompson and LeMoine, Bellingham Bay, WA

Fisheries Scientist responsible for performing evaluation of JSATS telemetry systems performance (Teknologic) to track fish in saltwater environments using pre-ampped hydrophones and smolt-size transmitters. Collaborative primary research project to determine efficacy of using JSATS to track juvenile salmonids in nearshore ocean environments enabling extension of survival and passage success studies in large rivers into the ocean. Journal article in progress relating detection efficiency and range to salinity, water depth, and tag-depth in Bellingham Bay, Washington.

Prototype Fish Bypass Evaluation; Lower Granite Dam

U.S. Army Corps of Engineers, Walla Walla District, Snake River, WA

Senior Biologist responsible for study design related to fish transport and introduction to experimental conditions, infrastructure development, logistics and field crew management, training, and supervision, DIDSON camera operations, data analysis, and reporting. The objective of this study was to evaluate new prototype gatewell passage structures for efficiency in collecting fish as well as injury rates to collected fish.

Fish Collection Efficiency Evaluation, Floating Surface Collector

Tacoma Power, Skokomish River, WA

Co-Principal Investigator responsible for JSATS array design both in-lake and within the collector, logistics, installation, and calibration of all telemetry equipment, as well as weekly review of JSATS data, smolt behavior analytical methods for in-reservoir, near-FSC, and within-FSC movements of tagged Coho Salmon, data analysis, reporting, and presentation of findings to Tacoma Power internal user groups. The newly constructed FSC was evaluated to determine the performance of defined survival and efficiency metrics against FERC-regulated standards.

Fish Collection Efficiency Evaluation, Floating Surface Collector

PacifiCorp, Lewis River, WA

Project Manager responsible for leading JSATS array development and implementation, equipment testing and calibration, data collection, and behavior analysis. A cabled and autonomous 3D JSATS array was deployed in the Zone of Influence and directly within the FSC to evaluate juvenile salmonid behavior during approach and initial entrance to the collector.

JSATS Telemetry Evaluation of Predation on Juvenile Steelhead, Priest Rapids

Hydropower Project, Grant PUD, Columbia River, WA

Principal Investigator for biotelemetry responsible for leading array design and installation of more than 50 autonomous receivers covering 18 river miles, as well as tagged fish behavior analysis, data analysis, reporting, and presenting findings. In this study, both juvenile salmonids and predatory piscivores were tagged using JSATS to determine predation rates and predator behavior in reservoirs on the Columbia River to account for losses in survival observed between the dams in prior years.



KAI M. STEIMLE

Project Role: **Water Resources Lead**

Kai Steimle has 21 years of hydropower-specific experience and specializes in impact assessment for water quality, aquatic ecology, and fisheries issues, including work with federal and state listed species. She is experienced in environmental compliance and study design and analyses for impact assessment of water resource development projects. Kai has supported informal and formal federal consultation and development of draft Biological Assessments under Section 7 of the Endangered Species Act. Kai conducted baseline fish and aquatic studies and provided permitting support for FERC licensing and relicensing for more than 30 hydropower projects ranging from small/low-impact projects to large, conventional hydroelectric projects including retrofit projects at 18 federally-owned dams, and pumped storage projects. Since 1999, she has completed aquatic habitat and fisheries assessments to support habitat restoration, commercial fisheries, mineral extraction, hydroelectric projects, and water infrastructure around the Western US and Alaska.

Position with Firm

Project Scientist

Key Expertise

- Aquatic Habitat Assessments & Plans
- Water Quality
- FERC Licensing / Relicensing / Amendments
- Study Scoping & Plan Development
- Endangered Species Act Consulting
- Fish Population Assessments & Baseline Studies
- Agency Consultation
- Biological Assessment

Professional Affiliations

American Fisheries Society (since 1997)

Education

Graduate Studies, Stream Ecology, Utah State University,
B.S., Biology (emphasis in Ecology, Evolution, and Conservation; Minors in Fisheries, Quantitative Science, and Anthropology), University of Washington, 2000

Years of Experience

With Kleinschmidt: 11

Total: 21

Relevant Project Experience

FERC Relicensing, Rock Island Hydroelectric Project

Chelan PUD, Columbia River, WA

Aquatic Scientist responsible for preparing environmental exhibits for FERC licensing documents including the water quality sections of an Initial Consultation Document (ICD) for a large hydropower project in Washington.

FERC Relicensing, Idaho Falls and Gem State Projects

Idaho Falls Power, Bonneville County, ID

Aquatic Ecologist responsible for development of water resources section of a Pre-Application Document (PAD) for the relicensing of run-of-river hydroelectric projects on the Snake River near Idaho Falls, ID.

Flood Control Mitigation Program, Chehalis River Basin

Chehalis Flood Control Zone District, Chehalis, WA

Fisheries Scientist responsible for stream habitat mitigation planning associated with development of a flood control facility in the Upper Chehalis River basin. The Chehalis River system is the second largest in Washington with five species of Pacific salmon and many other native fishes, amphibians, and invertebrates including western ridged mussels. The Kleinschmidt team is responsible for identifying, evaluating, and developing mitigation options for 20 miles of potentially impacted river. Mitigation will be focused on in-channel, riparian and wetland habitats with a commitment of no net loss of habitat value to the aquatic resources in the upper basin. Responsibilities include habitat survey design and training, data analysis, and technical writing.

FERC Compliance Monitoring, Chester Hydroelectric Project

Fall River Rural Electric Cooperative, Henry's Fork Snake River, ID

Aquatic Scientist responsible for construction water quality studies, monitoring and reporting. Water quality monitoring included continuous monitoring during construction activities.

FERC Compliance Monitoring, Bear River Hydroelectric Project

PacifiCorp, Bear River, ID

Aquatic Scientist responsible for statistical analysis and drafting of technical reports summarizing water quality monitoring for the Grace-Cove Development.

FERC Licensing, Clark Canyon Hydroelectric Project

Clark Canyon Hydro LLC, Beaverhead River, MT

Aquatic Scientist responsible for water quality studies, monitoring and reporting to support FERC license application. Developed Dissolved Oxygen Enhancement Plan and application for 401 Certification from Montana DEQ.

FERC Licensing, Wickiup Hydroelectric Project**Symbiotics LLC, Deschutes River, OR**

Aquatic Scientist responsible for water quality, fisheries, recreation and aesthetics sections of technical reports including: PAD, Study Plan, Study Report, DLA, and FLA. Studies included a seasonal assessment of fish entrainment and mortality, habitat characterization and fish sampling, reservoir productivity, and water quality (temperature dissolved oxygen, and total dissolved gas) monitoring. Using two rotary screw traps and mark-recapture techniques, accurately estimated the numbers of entrained fish, documented fish injuries using Columbia River methods, and estimated direct and 48-hour delayed mortality. Public presentations during scoping, study plan negotiation, study results, 10j negotiations and technical hearings regarding Wild and Scenic River impacts.

FERC Licensing, Fall Creek Hydroelectric Project**Symbiotics LLC, Fall Creek (Willamette River), OR**

Aquatic Scientist responsible for water quality, fisheries, recreation and aesthetic sections of technical reports including Study Plan, Study Reports, DLA, and FLA. Aquatic studies included behavior and passage of juvenile Chinook Salmon, habitat characterization and fish sampling, mussel surveys, reservoir productivity, and water quality (temperature dissolved oxygen, and total dissolved gas) monitoring. Conducted a radio and 3D-acoustic telemetry study of Willamette River spring Chinook Salmon smolts to characterize reservoir migration, forebay behavior, and passage timing/route selection and survival. Also participated in alternatives analysis of fishway/bypass design and screening systems. Public presentations during scoping, study plan negotiation and study results as well as presentation of study findings to watershed council and American Fisheries Society.

FERC Licensing, Swan Lake Pumped Storage Hydroelectric Project**Riverbank Power, Klamath Falls, OR**

Aquatic Scientist responsible for water quality and recreation resource areas within Federal Energy Regulatory Commission licensing documents including the PAD, Study Plan, Study Report, and DLA for a 1,000 MW closed-loop pumped storage project in southern Oregon.

FERC Licensing, Parker Knoll Pumped Storage Hydroelectric Project**Symbiotics LLC, Richfield, UT**

Aquatic Scientist responsible for water quality sections of Federal Energy Regulatory Commission licensing documents including the PAD, Study Plan, Study Report, DLA, and FLA for a 1,000 MW closed-loop pumped storage project in Utah.

Salmon Habitat Studies for the Eklutna Fish & Wildlife Program, Eklutna River, Eklutna Hydroelectric Project, Chugach Electric Association, Inc., Palmer, AK

Project Biologist responsible for habitat assessments and fish sampling to support identification of mitigation projects for Chinook Salmon, Coho Salmon, and Sockeye Salmon. Responsibilities included field sampling of fish and aquatic habitats.

FERC Licensing, Bradley Lake Hydroelectric Project, Martin River**Alaska Energy Authority, Homer, AK**

Assistant Project Manager responsible for supporting the license amendment process for the Bradley Lake hydroelectric project near Homer, Alaska. Facilitated drafting the ICD and study plan and was responsible for developing the water quality, fisheries and aquatic habitat studies and agency consultation. The Bradley Lake license amendment would divert glacial melt from an adjacent watershed to increase power generation. Target study species included Coho Salmon, Sockeye Salmon, and Dolly Varden.

Permitting Support, Confederated Tribes of the Umatilla Indian Reservation/City of Umatilla Joint Pump and Pipeline Project, City of Umatilla, Umatilla, OR

Assistant Project Manager and Scientist responsible for federal, tribal, state and local permitting of new water intake structure on the Columbia River and pipeline to City and CTUIR facilities. Project required preparation of Joint Permit Application (JPA) materials including a mitigation plan, as well as easements from the BIA, USACE, and State of Oregon. Responsibilities include internal communication with facility design teams as well as coordination with the tribal project partner and regulatory agencies.

FERC Licensing, Owyhee Pumped Storage Project**rPlus Hydro LLC, Malheur County, OR**

Assistant Project Manager and Aquatic Ecologist responsible for development of aquatic resource sections of a PAD for the development of a proposed open-loop pumped storage project.



NATHALIE DENIS, PMP

Project Role: Terrestrial and RTE Lead

Nathalie Denis has 30 years of experience specializing in ecological research and natural resource management. She is experienced in developing wildlife monitoring programs, conducting ecological impact and risk assessments, performing environmental due diligence and regulatory compliance screening for renewable energy projects, including hydroelectric projects in the western U.S. Nathalie is a certified project management professional (PMP) and uses a standardized and evolving set of principles to successfully coordinate projects and negotiate with multiple federal, state, and local agencies, as well as a broad spectrum of stakeholders. Nathalie's expertise also includes providing field and office documentation in support of compliance with NEPA, Section 7 of the Endangered Species Act and the Migratory Bird Treaty Act.

Position with Firm

Project Scientist

Key Expertise

- Terrestrial & Wetland Science
- Rare Threatened & Endangered Species Assessment
- Habitat Assessments, Siting, & Impact Studies
- Endangered Species Act Consulting
- Study Scoping & Plan Development
- NEPA EAs & EISs
- FERC Licensing / Relicensing / Amendments

Certification/Training

Certified Project Manager Professional
(PMP#: 1496356)

Education

B.S., Geography, University of Montreal,
1999

Years of Experience

With Kleinschmidt: 3
Total: 30

Relevant Project Experience

FERC Relicensing, Rock Island Project Relicensing Chelan County Public Utility District, Wenatchee, WA

Natural Resource Project Manager responsible for supporting Chelan County PUD with study development, the stakeholder engagement process, Technical Working Groups, and the ILP for the Rock Island Relicensing Project.

FERC Relicensing and Field Studies, Beaver Falls Hydroelectric Project Ketchikan Public Utilities, Ketchikan, AK

Senior Biologist responsible for conducting a field study to document the occurrence of targeted rare botanical species, invasive non-native plants and noxious weeds within the Beaver Falls Hydroelectric Project dam relicensing project. Developed rare plant study report and an invasive weed management plan. Technical editor of the Beaver Falls draft license application.

Flood Control Mitigation Program, Chehalis River Basin Chehalis Flood Control Zone District, Chehalis, WA

Project Scientist responsible for taking part in the wildlife mitigation program associated with development of a flood control facility in the Upper Chehalis River basin. Mitigation is focused on in-channel, riparian, wetland and terrestrial habitats with a commitment of no net loss of habitat value to wildlife species in the upper basin.

FERC Licensing, Owyhee Pumped Storage Project rPlus Hydro LLC, Malheur County, OR

Project Scientist responsible for writing sections of the PAD for the development of a proposed open-loop pumped storage project on the Owyhee Reservoir in Malheur County, Oregon.

Wetland Delineations, Water Diversion Upgrade Design and Permitting Project City of Umatilla, Umatilla, OR

Project Scientist responsible for aquatic habitat delineations and the preparation of environmental documents to facilitate permitting of a new pump station and water transmission pipeline. Agency review coordination include communication with U.S. Army Corps of Engineers (USACE), Oregon Department of State Lands (ODSL), and other review agencies. Prepare an Environmental Assessment for the Bureau of Indian Affairs.

FERC Non-Capacity Amendment Application, Hardy Hydroelectric Project Consumers Energy, Newaygo and Mecosta counties, MI

Assisted the Project Manager with the development of a Non-capacity License Amendment Application, including an Applicant Prepared Environmental Assessment (APEA), for an auxiliary spillway capacity upgrade project.

*Previous Firm Project Experience***Delineation, Puget Sound Nearshore Ecosystem Restoration Project****Anchor Environmental, Inc., Seattle, WA**

Wildlife Biologist and Project Manager responsible for delineating the outline of all breakwaters/jetties and marinas on a Puget Sound Nearshore Ecosystem restoration project. Created a dataset that identified the material or type found at each structure. Breakwaters/jetties and marinas were delineated by interpreting the best available aerial orthogonal and oblique photographs.

Inland Surveys for Marbled Murrelets at 100+ Sites, Washington Department of Natural Resources, Multiple Locations Throughout Western WA

Wildlife Biologist and Project Manager responsible for conducting inland surveys for Marbled Murrelets at several hundred sites over 500,000 acres. Supervised large crews (up to 25 field biologists) over eight seasons in forested areas of Washington Department of Natural Resources (WDNR) ownership across Western Washington.

Surveys and Habitat Assessments**Chelan County PUD, Entiat Transmission Line, WA**

Wildlife Biologist and Project Manager responsible for conducting surveys and habitat assessments for a variety of wildlife species and plants along two alternate routes for a proposed 115 kV transmission line adjacent to an existing Bonneville Power Administration (BPA) transmission line near Entiat, Washington. Collected survey data, conducted habitat assessments, and assessed potential impacts of the project construction on northern goshawks, northern spotted owls, diurnal raptors, rare plants, noxious weeds, western gray squirrels, fauna that use stick and leaf nests, and Chelan Mountain snails.

Strategic Planning and Consultation, Multiple Solar Developments**Cypress Creek Renewables, Energy of Utah, Multiple Locations in WA, OR**

Senior Biologist and Project Manager responsible for conducting environmental due diligence, regulatory compliance screening, as well as initial strategic planning and consultation process for the purpose of siting and permitting utility-scale solar developments with county, state, and federal nexus in Washington and Oregon.

Surveys and Habitat Assessments, Upper and Lower Baker Dam**Puget Sound Energy, Concrete, WA**

Wildlife Biologist and Project Manager responsible for conducting multi-year amphibian surveys, habitat assessments, and grizzly bear foraging studies in Whatcom County to assist in the development of an EIS and FERC permitting process for the continued operation of the Upper and Lower Baker Dam and associated construction projects. Participated in the technical working groups addressing wildlife and terrestrial resources and wrote final survey reports and pre-application documents.

Fish Exclusion Coordination, Cowlitz Riverbank Stabilization Project**Washington State Department of Transportation, Cowlitz River, WA**

Wildlife Biologist and Project Manager responsible for taking part of a fish exclusion effort and coordinated with internal and construction staff to safely move over fish during a short construction window.

FERC Licensing and Environmental Permitting, Liquefied Natural Gas Terminal and Pipeline, Pembina Pipeline Corporation, OR

Senior Biologist and Project Manager responsible for preparing multiple documents for the Federal Energy Regulatory Commission (FERC) License and Environmental Permitting of a proposed liquefied natural gas (LNG) terminal and 229-mile pipeline project in Oregon. Responsibilities included coordinating the drafting of all City and County land-use approvals and compatibility statements; co-authoring the Department of Environmental Quality 401 Water Quality certification application; sorting and assembling thousands of public comments into databases; drafting responses to information requests and comments for the USACE 404 / Section 10, FERC Environmental Impact Statement (EIS) and ODSL Removal-fill application. Field checked mapped wetlands along sections of the proposed pipeline route.

Fish Exclusion Coordination, Cowlitz Riverbank Stabilization Project**Washington State Department of Transportation, Cowlitz River, WA**

Wildlife Biologist and Project Manager responsible for taking part in a fish exclusion effort and coordinated with internal and construction staff to safely move over fish during a short construction window.



CARL MANNHEIM, P.E.

Project Role: **Engineering & Hydraulics Lead**

Carl Mannheim has 27 years of hydropower-specific experience and specializes in hydraulic engineering of spillways, intakes, outlets, energy dissipation, and scour assessments in support of dam safety concerns, feasibility studies, and preliminary and final engineering design. He is an experienced project manager with a focus on clear concise communication and facilitating collaboration and engagement with his clients. Carl's experience ranges from supporting engineering and alternative assessments of dam and spillway improvements with small efficient teams to leading screening, pre-feasibility and feasibility studies of large hydropower and pumped storage projects using teams and subconsultants with multidisciplinary expertise. He is very experienced in physical modeling, having spent seven years (1999-2006) working in a physical modeling laboratory supporting spillway designs, and in the use of computational fluid dynamics as a preliminary design tool. The combination of his ability to understand both the value and limitations of various hydraulic modeling tools, such as CFD and physical modeling and his experience with actual hydraulic design, spillway design, assessments, and alternative analyses, makes him uniquely qualified to advise on hydraulic analyses relevant to the expansion of hydropower projects.

Position with Firm

Principal Consultant

Key Expertise

- Hydrology
- Dam & Spillway Inspections and Design
- Alternatives Analyses
- Hydro Feasibility & Planning
- Reservoir Operations
- Hydro Energy Analyses
- Regulating Stability Analyses

Professional Registration

Registered Professional Engineer, Civil Engineering: WA, AK, CA, ID, OR, NV

Education

M.S., Civil/Hydraulic Engineering, Iowa Institute of Hydraulic Research, University of Iowa, 1997

B.S., Civil Engineering, University of Iowa, 1995

Years of Experience

With Kleinschmidt: 2

Total: 27

Relevant Project Experience

Conveyance Tunnel Liner Stability Assessment, Kern River 3 Hydro Project Southern California Edison, CA

Lead hydraulic engineer teaming with a tunneling engineer from MarshWagner; Carl led the development of a HEC-RAS model of a 16-mile long horse-shoe shaped partially lined tunnel to assess the stability (or integrity) of the liner during rapid flow changes that may occur as a result of hydropower demand changes. The study was the result of a required resource study during the relicensing of the project. The hydraulic modeling results, together with the geotechnical tunnel lining analysis, supported recommendations for maximum tunnel (down-)ramping rate.

Conceptual Design Development, Banks Lake Pumped Storage Project Columbia Basin Hydropower, Coulee, WA

Technical Advisor responsible for ensuring project arrangement, sizing, and configuration meet modern pumped storage operating requirements and typical construction restraints using the appropriate preliminary design criteria and guidelines.

Spillway Improvements Study, South Fork Tolt Dam and Hydroelectric Project Seattle Public Utilities, Seattle, WA

Project Manager on Phase 1 identification and evaluation of spillway improvement options to meet dam safety criteria, public water supply resiliency requirements, and operating needs. Used a multi-criteria evaluation analysis to evaluate and score options based on developed criteria, including expected dam safety performance, public impact, permitting requirements, potential FERC regulatory impacts, and construction cost and schedule. Screened 16 initial options down to six for consideration and finally down to one SPU-preferred option by increasing engineering definition and updated criteria scoring. Phase 1 was completed in March 2024; Phase 2 final design of preferred option that incorporates civil, structural, geotechnical, and permitting expertise is expected to start mid-2024.

Concrete Plunge Pool Scour Assessment, Hadley Falls Dam Holyoke Gas and Electric, Connecticut River, MA

Hydraulic engineer supporting the investigation into the cause of concrete liner failure of a plunge pool downstream of Hadley Falls Dam. Excessive hydraulic power was believed to be the source of damage and Carl led the estimation of concrete scour potential using the erodibility index method, review of existing hydraulic information and performance, dive survey, and construction records. The final technical memorandum included recommendations for concrete repairs.

Project Decommissioning Engineering Support, Kanaka Hydroelectric Project STS Hydropower, LLC, Sucker Run Creek, CA

Lead civil engineer supporting the identification and evaluation of various decommissioning alternatives. The Kanaka Hydroelectric Project is located on Sucker Run Creek, a tributary of the South Fork Feather River, near the city of Oroville, CA. The Project consists of (1) a 36-foot-long diversion dam, (2) a 5,669-foot-long pipeline/penstock, (3) a 1,200-kilowatt powerhouse, and (4) appurtenant facilities. The Project is run-of-river with negligible storage behind the diversion dam. In August 2017, the Ponderosa Fire destroyed several Project facilities, including the powerhouse and transmission line. The Project has not operated since the fire.

Value Engineering Study and Workshop, Cougar Dam Hydroelectric Project U.S. Army Corps of Engineers, South Fork McKenzie River, OR

Hydraulic structure engineering subject matter expert (SME) on consultant team for value engineering study and workshop of proposed spillway improvements to reduce total dissolved gas (TDG) supersaturation in tailrace. The existing selective withdrawal intake tower, outlet tunnel, and steep chute and spillway channel resulted in TDG in excess of maximum criteria at river confluence. Proposed solution included chute and channel geometric changes to reduce air entrainment and rate of energy dissipation.

FERC Compliance, Tailrace Channel Improvements, Whitman Lake Project Ketchikan Public Utilities, Ketchikan, AK

Project Manager leading a small fisheries and structural engineering team with the development of spillway channel improvement alternatives and ultimately a recommendation of a preferred alternative that is expected to provide egress over the full range of operating conditions and was accepted by KPU and the Alaska Department of Fish and Game. The Whitman Lake Hydropower project was completed in 2014-2015 and included a fish exclusion structure and an excavated tailrace channel downstream of the powerhouse. The fish exclusion structure has worked well, but the tailrace channel has allowed false attraction of returning adults during the operation of the large unit. The large unit is used as a peaking unit and when it turns off, some attracted fish has become stranded in the de-watered tailrace, which is not in compliance with the FERC license requirements. Final design of the selected option was completed in 2023 and the construction is scheduled for spring of 2025.

Clear Branch Dam Spillway and Fish Passage Improvements Middle Fork Irrigation District, OR

Project Manager on the development of fish passage criteria and new upstream and downstream fish passage facilities on the Middle Fork Dam.

FERC Compliance, Tolt Ring Gate Refurbishment, Tolt Reservoir, South Fork Tolt Dam and Hydroelectric Project, Seattle Public Utilities, Seattle, WA

Project Manager and Lead Hydraulic Engineer responsible for leading the refurbishment of the 37-foot diameter ring gate on the morning glory spillway on Tolt Reservoir. Carl led a team of electrical and mechanical engineers as well as permitting experts in preparation of final design, specifications, and cost estimates to recoat the steel gate, replace and relocate the hydraulic lifting cylinders, replace all hydraulic fluids on spillway gate and intake gates, and refurbish the HPUs and electrical system. Other aspects included a PFMA with SPU and FERC and preparation of a PFMA Summary Report, and various technical memoranda. Final design and construction were successfully completed in 2017.

Commissioning of New Hydroelectric Units, Nine Miles Units 1 and 2 Avista, Spokane, WA

Project Manager responsible for on-site engineering support managing and coordinating the commissioning efforts for the new Units 1 and 2 at Nine Mile. Used Earned Value Management (EVM) to manage project and communicate project budget status and progress to Avista and their program manager Sapere Consulting.

FERC Licensing Studies, Chandler Mountain Pumped Storage Project Alabama Power, Birmingham, AL

Engineering Technical Advisor responsible for advising the FERC licensing team on the engineering design of the pumped storage facilities within the context of identifying FERC licensing study requirements.

Spillway Gate System Replacement Design, Nine Mile Dam



CARISSA SHOEMAKER

Project Role: **Wetlands & Riparian Lead**

Carissa Shoemaker has 14 years of regulatory experience and specializes in coordinating activities associated with the licensing of Federal Energy Regulatory Commission (FERC) jurisdictional hydropower projects and license compliance. She has assisted in the permitting process for Clean Water Act Section 404 Applications; and has written sections of several National Environmental Policy Act-related documents, including Biological Assessments, Environmental Assessments, and Environmental Impact Statements. Carissa is experienced in biodiversity and ecological services consulting fields, primarily focused on wetlands, vegetation, fisheries, and wildlife.

Position with Firm

Licensing Coordinator

Key Expertise

- FERC Licensing / Relicensing / Amendments
- Wetland Delineations
- Terrestrial & Wetland Science
- Federal Permitting
- State Agency Consultation & State/Local Permitting
- NEPA – EAs & EISs

Certification/Training

38-hour USACE Wetland Delineation Training

Introduction to Electrofishing

Education

B.S., Natural Resource Sciences (focused on Wildlife Ecology), Washington State University, 2009

Years of Experience

With Kleinschmidt: 1

Total: 14

Relevant Project Experience

FERC Relicensing, Idaho Falls and Gem State Hydroelectric Projects

Idaho Falls Power, Idaho Falls, ID

Wildlife subject matter expert responsible for developing, presenting, and eventually implementing the Wildlife and Rare, Threatened, and Endangered (RTE) Species Proposed Study Plan. Methods proposed in the study are generally accepted in the scientific practice and consistent with agency recommendations. The study includes a literature review, field surveys for general wildlife, RTE species, and avian carcasses.

FERC Relicensing, Lee Vining Hydroelectric Project

Southern California Edison, Lee Vining, CA

Licensing Coordinator responsible for coordinating the technical working groups of stakeholders and the relicensing team, and production of regulatory documents. Assists the project manager with tasks such as sending and managing meeting invitations, developing PowerPoint presentations, keeping track of schedules and action items. Manages the project contact list, website, and consultation log. Wrote and coordinated several sections of the Pre-Application Document, Draft License Application, other associated regulatory documents, and will develop several sections of the Final License Application.

FERC Licensing, Owyhee Pumped Storage Project

Owyhee Energy Storage, LLC, Malheur County, OR

Terrestrial resources subject matter expert responsible for developing the Terrestrial Wildlife and Botanical Resources, Raptor, and Bat Study Plans. Methods proposed in the studies are generally accepted in the scientific practice and consistent with agency recommendations. The studies include a literature review and several multi-year field surveys.

Pump Station and Pipeline Permitting, Joint Pump and Pipeline Project

Confederated Tribes of the Umatilla Indian Reservation / City of Umatilla, Umatilla, OR

Project Scientist responsible for reviewing and updating the project's Clean Water Act 404 Joint Permit Application and Wetland Delineation Report. Conducted a comprehensive wetland delineation of the project, wrote a new delineation report, submitted to agencies for review, and consulted with agencies. Reviewed and coordinated several other associated regulatory documents.

Past Project Experience

FERC Relicensing, Cutler Project

PacifiCorp, Northern UT

Project Scientist responsible for writing and coordinating several sections of FERC relicensing documents for Exhibit E sections of the Draft License Application.

FERC License Application Documentation, Goldendale Pumped Storage Project

Rye Development, Klickitat County, WA

Project Scientist responsible for writing and coordinating several sections of FERC original license application documents (e.g., Pre-Application Document, Draft License Application, Final License Application) for a proposed hydropower pumped storage project.

Wildlife Care and Studies, Wild Ungulate Facility Washington State University, Pullman, WA

Wildlife Technician responsible for providing daily care of mule deer and white-tailed deer groups including cleaning and sanitizing enclosures, feeding, watering, observing health and behaviors, and bottle-feeding fawns. Assisted graduate students with their nutritional study of the captive deer, which included bottle-raising deer fawns and taking physical data and biological samples from them as they aged. The deer were divided into one of three groups with different diets: high protein, high fiber, and high carbohydrates. Took weight, body fat index, and length measurements, as well as collected samples of blood, serum, rumen fluid, feces, and urine.

Wildlife Care and Studies, Washington State University Bear Center Washington State University, Pullman, WA

Volunteer responsible for cleaning and sanitizing pens and occasionally feeding grizzlies. Worked alongside Wildlife Nutrition professor and his grad students. The grizzlies were being kept on site for a winter/torpor heart study.

Environmental Site Assessment and Permitting, Umbrella Project QTS Datacenters, Washington County, OR

Project Scientist responsible for completing site assessments and developing several permitting reports for agency permitting requirements, including a Clean Water Services site assessment, a Clean Water Act 404 Joint Permit Application, and a Wetland and Waters Delineation Report at a 91-acre site in Washington County, OR.

Clean Water Act Section 404 Permit Applications, Multiple Permitting Projects Multiple Locations Throughout AK and OR

Project Scientist responsible for supporting several Clean Water Act 404 permit applications for the Point Thomson Project, Brooks Range Petroleum's Mustang Development Project, Halliburton's Deadhorse gravel pad expansion projects, Kingsley Reservoir expansion project, Columbia Steel Casting Co. East Side Channel Lowlands Remediation project, and Aurora Gas' Nicolai Creek development. Assisted in figure production, compiling, and writing application text, and checking acreages and quantities throughout the application packages.

Supplemental EIS, Alaska Stand Alone Pipeline SEIS U.S. Army Corps of Engineers / Alaska LNG, AK

Project Scientist responsible for developing several Affected Environment and Environmental Consequences sections of the Alaska Stand Alone Pipeline Supplemental Environmental Impact Statement (SEIS), including the Wetlands, Vegetation, and Threatened and Endangered Species sections for the proposed natural gas pipeline.

Environmental Impact Assessments, Telecommunication Project EIS, Confidential Client, AK, HI, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands

Project Scientist responsible for drafting several Affected Environment sections of a Preliminary Environmental Impact State (PEIS). The PEIS was developed for an enhanced telecommunication system capacities in high-traffic situations throughout the United States and territories.

Social Impact Review, Confidential Project Confidential Client, AK

Project Scientist responsible for conducting a social impact review for a confidential oil and gas client. Provided logistical support from the office. Developed the Health and Safety plan for the multi-team, remote field study that spanned eight villages on the North Slope of Alaska. Assisted in report writing and contributed to comment analysis of the collected data. Developed an online survey through SurveyMonkey for additional village residents to participate in the study.

NEPA Checklists, FCC Communications Tower Construction Viasat, Several Sites across the U.S.

Project Scientist responsible for compiling baseline environmental data to complete Federal Communications Commission National Environmental Policy Act checklists to determine if an Environmental Assessment was required for new telecommunication tower construction.



ANGELA M. WHELPLEY

Project Role: **Recreation Lead**

Angela Whelpley has 16 years of regulatory experience and specializes in managing and coordinating regulatory efforts for hydroelectric, wind, and solar projects. She is experienced in civil design and development of recreation management plans, managing field staff, and computer aided drafting. Angela's experience includes conducting recreation use studies for various types of projects, participation in land management and recreation aspects of multiple hydroelectric relicensing projects and developing the recreation sections of multiple hydroelectric relicensing applications. She is responsible for developing recreation and shoreline management plans for various types of projects, including preparing, discussing, and presenting recreation information at stakeholder and various relicensing meetings; oversight of recreation and land management studies, and participation in multiple aspects of hydroelectric relicensing projects.

Position with Firm

Licensing Coordinator

Key Expertise

- FERC Licensing/Relicensing/
- Amendments
- Recreation & Aesthetics Planning
- Study Scoping & Plan Development
- FERC Compliance Management & Implementation
- Shoreline Management Plans
- Agency Consultation
- State Agency Consultation & State/Local Permitting

Certification/Training

Maine DEP Nonpoint Source Training
American Red Cross First Aid & CPR/AED
Certification

Education

A.S., Architecture and Civil Engineering
Technology, Central Maine Community
College, 2007

Years of Experience

With Kleinschmidt: 3
Total: 16

Relevant Project Experience

FERC Relicensing, Rock Island Project

Chelan County Public Utility District, Wenatchee, WA

Recreation and Environmental Specialist responsible for providing expertise on recreation issues pertaining to relicensing efforts. Responsible for participating in agency meetings, conducting early engagement studies, drafting study reports, and presenting study results during Technical Working Group meetings. Additionally provides support on developing the Preliminary Application Document.

FERC Relicensing, Lundy Project

Southern California Edison, Lundy, CA

Assistant Project Manager responsible for managing production and technical review of licensing documents. Coordinate and facilitate client and resource agency meetings. Provide strategic advice for relicensing of a 3 MW hydroelectric facility through FERC's Integrated Licensing Process.

FERC Relicensing, Ripogenus and Penobscot Mills Projects

Brookfield, West Branch Penobscot River, ME

Recreation Specialist responsible for assisting with the relicensing of the Ripogenus and Penobscot Mills hydroelectric projects in Maine. Responsible for the preparation of study plans, managing recreation studies, preparation of study reports, agency consultation, and preparation of draft and final license applications.

FERC Relicensing, Harris Project

Alabama Power Company, Tallapoosa River, AL

Recreation Specialist responsible for providing recreation support and developing the Recreation Plan for the FERC Final License Application for the Harris Project Relicensing. This Project is located on the Tallapoosa River.

FERC Relicensing, Beaver Falls Hydroelectric Project

City of Ketchikan, Ketchikan, AK

Assistant Project Manager responsible for managing production and technical review of licensing documents. Coordinate and facilitate client and resource agency meetings. Provided strategic advice for relicensing of a 7.1 MW hydroelectric facility through FERC's Traditional Licensing Process.

FERC Relicensing, Lee Vining Project

Southern California Edison, Lee Vining, CA

Recreation and Environmental Specialist responsible for providing expertise on recreation issues pertaining to relicensing efforts. Responsible for participating in agency meetings, drafting study plan documents, conducting recreation studies, and presenting study results at consultation meetings.

FERC License Application, Multiple Hydroelectric Projects**Eagle Creek Renewable Energy, PA/WV/VA**

Project Manager responsible for leading Eagle Creek Renewable Energy with relicensing for the Lake Lynn, Shenandoah, Warren and Luray/Newport Hydroelectric Projects. Authored recreation study reports, Draft License Application (DLA), and Final License Application (FLA). These projects are located on the Cheat River and the South Fork Shenandoah River respectively.

FERC Relicensing, Kern No.3 Project**Southern California Edison, Kernville, CA**

Recreation and Environmental Specialist responsible for providing expertise on recreation issues pertaining to relicensing efforts. Responsible for participating in agency meetings, drafting study plan documents, conducting recreation studies and presenting study results at consultation meetings.

FERC Relicensing, Gorham and J. Brodie Smith Projects**Central Rivers Power, LLC, Gorham, NH**

Recreation Specialist responsible for conducting and managing the recreation studies for relicensing of the Gorham and J. Brodie Smith Hydroelectric Projects on the Androscoggin River. Also responsible for agency outreach and consultation efforts to identify recreation issues to be addressed during the relicensing process for this run-of-river project in Northern New Hampshire.

FERC Relicensing, Black River and Beebee Island Projects**Brookfield, Lewis and Jefferson Counties, NY**

Recreation and Environmental Specialist responsible for providing expertise on recreation issues pertaining to relicensing efforts. Responsible for participating in agency meetings and drafting study plan documents. Relicensing is being conducted in concert with the Beaver River project, consisting of an additional 8 developments with the same licensee.

FERC Relicensing, West Enfield Project**Brookfield White Pine Hydro LLC, West Enfield, ME**

Licensing Coordinator responsible for assisting with the coordination and oversight of the project consultant team to prepare the license application that will be distributed for stakeholder review and filed with FERC for relicensing of Brookfield's West Enfield Hydroelectric Project on the Penobscot River in Maine.

FERC Relicensing, Crescent and Vischer Ferry Project Relicensing**New York Power Authority, Mohawk River, NY**

Recreation and Environmental Specialist responsible for the relicensing of the Crescent and Vischer Ferry hydroelectric projects in New York. Currently providing support with recreation and cultural resource sections of the Exhibit E for the Draft License Application.

FERC Relicensing, Ludington Pumped Storage Project**Consumers Energy, Ludington, MI**

Recreation and Environmental Specialist responsible for providing expertise on recreation issues pertaining to relicensing efforts. Responsible for participating in agency meetings, drafting study plan documents, conducting recreation studies and presenting study results at consultation meetings.

Past Project Experience**FERC Relicensing, Cavendish Hydroelectric Project****Green Mountain Power Corporation, Cavendish, VT**

Technical Reviewer responsible for the technical review of recreation resource documents. Provided strategic advice for relicensing of a 1.44 MW hydroelectric facility through Federal Energy Regulatory Commission's Traditional Licensing Process.

FERC Relicensing, Taftsville Hydroelectric Project**Green Mountain Power Corporation, Cavendish, VT**

Technical Reviewer responsible for technical review of recreation resource documents. Provided strategic advice for relicensing of a 0.5 MW hydroelectric facility through Federal Energy Regulatory Commission's Traditional Licensing Process.



Joy Juelson

Director/Principal



PROFILE

Joy Juelson leads Triangle's Eastern Washington Office. As a senior facilitator and strategic planner, she specializes in multi-jurisdictional process design. With 30 years of experience in collaborative, interdisciplinary natural resource policy, strategy development, third-party facilitation, and strategic planning, Joy brings a wealth of expertise to her work. She completed her master's thesis in Natural Resource Policy and has worked across various sectors, including Tribal, federal, state, and local governments, as well as nonprofits.

Joy excels in structuring and implementing conflict resolution processes involving multi-stakeholder groups and jurisdictions to achieve effective outcomes. Her advanced meeting management skills and ability to support informed decision-making are key to her success.

EXPERTISE

- Senior Facilitator, multi-jurisdictional process design, strategic planning, team building, coaching, retreats, and outcomes documentation and visualization
- Natural resource policy, fisheries and aquatics, research, hydro-systems, and adaptive management and monitoring, communications, land management,
- Mediator with the Washington State Dispute Resolution Centers
- Program management (deliverables, budget, and timeline tracking)

CONTACT INFO

Joy Juelson
Director/Principal
509-433-2999
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EDUCATION/TRAINING

- *M.S. Natural Resource Policy*, Central Washington Univ.
- *Understanding Conflict & Planning for Collaboration*, National Center for Environmental Conflict Resolution, WA DC, 2022
- *Mediation and Conflict Resolution Training*, Dispute Resolution Center, Wenatchee, WA, 2019
- *Advanced Facilitation Training*, Clarity Consulting Group, Portland, OR, 2017
- *Planning & Facilitating Collaborative Meetings*, NOAA Office of Coastal Management, Union Gap, WA, 2017
- *Systematic Development of Informed Consent*, Institute for Participatory Management & Planning, Seattle, WA, 2016

EXPERIENCE: FACILITATION, MEDIATION, CONFLICT RESOLUTION, & STRATEGIC PLANNING

Enloe Dam Feasibility Assessment Engagement Framework and Facilitation

Client: Trout Unlimited, Okanogan, WA

Timeframe: April 2023 – Ongoing

- Joy works with the Okanogan PUD, Eastern Washington Tribes, First Nations, and consultants to develop and implement an engagement framework for the feasibility assessment and 30% design phases of the Enloe Dam project.
- Currently, Joy facilitates ongoing collaboration among Tribes, First Nations, technical and policy groups, and the public, fostering consensus and supporting informed decision-making to guide the project's next steps.

Skagit Hydroelectric Project Relicensing

Client: Seattle City Light, Seattle, WA

Timeframe: 2020 – 2024

Facilitated Fish and Aquatic and Terrestrial Resource working groups for Seattle City Light's FERC hydroelectric dam relicensing application. Partners include the National Park Service, U.S. Forest Service, U.S. Fish and Wildlife Service, Washington State agencies, Tribes, and non-profits. Meetings typically involved 20–25 participants.

Result: Final License Application filed on April 28, 2023.

Seattle Public Utilities Forest Management Plan Development

Client: Seattle Public Utilities, Washington State

Timeframe: 2021 – 2024

- Served as lead facilitator, process designer, and meeting manager for Seattle Public Utilities' Water Line of Business–Watershed Management Division, guiding the development of strategies to protect municipal water quality and supply while preserving ecosystem services in the Cedar River Municipal Watershed (CRMW).
- Managed a technical group that focused on achieving goals including water quality and supply protection, habitat preservation for species dependent on old-growth forests, climate resilience, Tribal objectives, and wildfire risk management.

Result: Successfully delivered the Forest Management Plan. The plan is available at: [Seattle.gov](https://www.seattle.gov/utilities/forest-management-plan)

Columbia Basin Shrubsteppe Long-Term Strategy Advisory Group and Strategic Plan Development

Client: Washington Department of Fish and Wildlife (WDFW),

Timeframe: 2021 – 2024

- Convened and facilitated the Long-Term Strategy Advisory Group and technical working groups, bringing together diverse representatives from federal, state, Tribal, local, non-profit, and private land sectors to develop the Shrubsteppe Long-Term Strategy.
- Collaborated with agency staff to conduct assessments, workshops, and review cycles, managing input analysis to establish strategic priorities for the conservation and management framework.

Result: Successfully completed the 30-year Shrubsteppe Long-Term Strategy available at: [WDFW](https://www.wdfw.wa.gov/publications/32100)

Statewide Salmon Recovery Strategic Plan

Client: Governor's Salmon Recovery Office (GRSO), Washington State

Timeframe: 2019 – 2021

Served as lead facilitator, strategist, and project manager to update Washington's Statewide Strategy to Recover Salmon. Convened the Executive Steering Committee, hosted statewide workshops, and synthesized stakeholder and Tribal input to finalize strategic priorities.

Result: Published the updated strategy ([Governor's Salmon Recovery Strategy, 2021](https://www.governor.wa.gov/sites/default/files/2021-03/Governor%27s%20Salmon%20Recovery%20Strategy%202021.pdf)).

Columbia River System Operations (CRSO) Environmental Impact Statement (EIS)

Client: Bonneville Power Administration (BPA), Idaho, Montana, Oregon, and Washington

Timeframe: 2018 – 2019

- Served as lead facilitator for the CRSO technical teams, guiding analysis of four management alternatives for 14 federal dams and facilitated processes with the co-lead agencies: Army Corps of Engineers, Bonneville Power Administration, and Bureau of Reclamation.
- Facilitated meetings with over 130 participants, including scientists and policy-level staff from Tribal, local, state, and federal cooperating agencies. Supported Modeling Team meetings involving NOAA, the University of Washington, and the Fish Passage Center.
- Collaborated closely with the Nez Perce and other Tribal entities throughout the EIS development process.

Result: Successful joint Record of Decision on the CRSO EIS [U.S. Department of Energy](https://www.energy.gov/eis/2019/03/20/columbia-river-system-operations-environmental-impact-statement)

Chelan County Public Utility District, Rocky Reach Relicensing Studies

Location: Wenatchee, WA

Timeframe: 2002 – 2003

Worked as a technician on Rocky Reach Hydroelectric Project relicensing studies, including radiotelemetry smolt survival assessments.

Result: Secured a 43-year license for Rocky Reach.

AMANDA CARROLL, M.A., RPA, Tribal and Archaeological Resource Lead

Amanda Carroll is an archaeologist with more than 10 years of project experience, specializing in precontact archaeology in the Pacific Northwest. Amanda has managed a variety of cultural resources projects, including the curation of archaeological collections from federal agencies and academic excavations at facilities located at Washington State University and Oregon State University. She has led fieldwork excavation in northern California and western Idaho and has assisted with and directed cultural resource surveys in Oregon and Washington. She has expertise in Tribal coordination, project management, archaeological survey, excavation, interpretation, technical writing, archaeological monitoring, cultural resources data analysis, and leading projects to completion in compliance with local, state, and federal laws and regulations, such as Sections 106 and 110 of the National Historic Preservation Act (NHPA).

YEARS OF EXPERIENCE

10

EXPERTISE

Pacific Northwest archaeology and cultural history

Cultural resources regulations and compliance

Tribal coordination

Project management

EDUCATION

M.A., Applied Anthropology; Oregon State University; 2018

B.A., Anthropology, minor: Comparative Ethnic Studies; Washington State University; 2014

REGISTRATIONS / CERTIFICATIONS

SWCA Certified Field Supervisor Safety Training; 2018

Qualified Archaeologist, Oregon; Oregon SHPO

Registered Professional Archaeologist No. 17358

PERMITS

Bureau of Land Management, Archaeological Investigations Permit (OR-50996): OR, WA; Principal Investigator: Western OR/WA and Columbia Plateau; Field Director: Great Basin

SELECTED PROJECT EXPERIENCE

North Umpqua Hydro – Clearwater 2 Initial Consultation Document (ICD); PacifiCorp; Douglas County, Oregon. SWCA staff provided regulatory support for the North Umpqua Hydroelectric Project (Federal Energy Regulatory Commission Project No. 1927), Clearwater No. 2 development proposed pumped storage project on the Clearwater and North Umpqua Rivers in southern Oregon. SWCA provided review and incorporation of data into the ICD. Resource studies are currently in progress. SWCA has incorporated a “desktop” level of existing information into the ICD and will incorporate any new information for ongoing studies into the future regulatory filings. *Role: Archaeologist. Responsible for drafting archaeological resources sections within the ICD.*

Turner Water Pump Station Project Archaeological Services; City of Salem Public Works Department; Turner, Marion County, Oregon. Under SWCA’s on-call contract with the City of Salem, SWCA conducted a state-permitted archaeological assessment for the proposed Turner Lower Booster Pump Station project. The Confederated Tribes of Grand Ronde recommended investigations to test for the presence of archaeological resources. SWCA conducted field investigations and produced a full technical report detailing the background research for and regulatory context of the project. The report was accepted by the Tribes and State Historic Preservation Office (SHPO) with no comments that needed to be addressed. *Role: Project Manager. Responsible for conducting all cultural resources compliance tasks including acquiring SHPO-issued archaeological permitting for testing, conducting background research, supervising fieldwork, drafting final technical report, and coordination with Bonneville Power Administration, Oregon SHPO, interested Tribal entities, and the City of Salem.*

Coffee Lake Creek Wetland Restoration; Metro; Clackamas County, Oregon. SWCA conducted an archaeological investigation for the Coffee Lake Creek Wetland Restoration Project. SWCA conducted an archaeological survey consisting of pedestrian survey and subsurface testing in support of compliance with NHPA Section 106, drafted a technical report, and recommended mitigation. SWCA drafted a memorandum of agreement for the demolition of a historic property. *Roles: Project Manager, Archaeologist. Responsible for conducting all cultural resources compliance tasks, including acquiring SHPO – issued archaeological permitting for testing, conducting background research, conducting fieldwork, drafting technical report.*

Riverfront Park Phase 1 Development Project; WesTech Engineering, Inc.; Marion County, Oregon. SWCA is assisting WesTech by conducting background research,

pedestrian surveys, subsurface testing, and archaeological monitoring; and drafting a technical report and monitoring memorandum. SWCA is coordinating with the City of Salem’s archaeologist, local Tribes, and the Oregon SHPO throughout the life of the project. *Roles: Project*

Manager, Field Director. Responsible for conducting all cultural resources compliance tasks, including acquiring Oregon SHPO-issued archaeological permitting for testing, conducting background research, developing a monitoring inadvertent discovery plan, organizing on-site archaeological monitoring, drafting final technical memorandum, and coordinating with the Oregon SHPO, interested Tribal entities, and the City of Salem.

Archaeological Monitoring, Coaledo Drainage District Fish Passage Project; Coquille Watershed Association; Coos County, Oregon. SWCA conducted cultural resources investigations for the Coaledo Drainage District Fish Passage Project. SWCA conducted an archaeological survey in compliance with NHPA Section 106 within the project's area of potential effects (APE). SWCA staff facilitated meetings with the Tribal Historic Preservation Office and helped come up with creative solutions for possible mitigation. *Role: Project Manager, Archaeological Monitor. Responsible for conducting archaeological monitoring, drafting final technical memorandum, and coordinating with state agencies and Tribal entities.*

Minto Brown Island Restoration Cultural Resources Compliance; City of Salem Public Works Department; Salem, Marion County, Oregon. SWCA archaeologists conducted field investigations within the APE that consisted of archaeological pedestrian survey and subsurface testing through shovel probes in designated areas. SWCA excavated 90 shovel probes at roughly 20-meter intervals throughout the APE per Oregon SHPO guidelines. Only one archaeological resource, an isolated historic-era refrigerator, was identified within the APE. SWCA recommended the isolate not eligible for the National Register of Historic Places (NRHP). Additionally, three historic-era built environment resources—a wooden tower, a pump house, and a linear containment structure—also were recorded within the project's APE. SWCA recommended all built environment resources not eligible for the NRHP and recommended a determination of no historic properties affected for the project. *Role: Project Manager. Responsible for conducting all cultural resources compliance tasks, including acquiring Oregon SHPO-issued archaeological permitting for testing, conducting background research, supervising fieldwork, drafting final technical report, and coordinating with Bonneville Power Administration, Oregon SHPO, interested Tribal entities, and the City of Salem.*

Highway 30 Wildlife Underpass Project; Columbia River Estuary Study Taskforce; Multnomah County, Oregon. SWCA conducted a cultural resources investigation for the installation of a wildlife underpass corridor crossing U.S. Route 30, connecting the Burlington Bottoms wetland complex to the Tualatin Mountains. Once SWCA acquired the SHPO-issued permit, SWCA staff completed a cultural resources investigation that included a literature review, pedestrian survey, subsurface testing, and reporting. SWCA worked closely with the Bonneville Power Administration, the Confederated Tribes of Grand Ronde, and Oregon Department of Transportation (ODOT) through the life of the project. *Role: Project Manager/Archaeologist. Responsible for conducting all cultural resources compliance tasks, including acquiring Oregon SHPO-issued archaeological permitting for testing, conducting background research, conducting fieldwork, drafting technical report, and coordinating with Bonneville Power Administration and ODOT.*

Pacific Power Cultural Surveys at North Umpqua; PacifiCorp; Azalea, Douglas County, Oregon. SWCA provided a cultural resources damage assessment, conducted archaeological surveys, interfaced with agencies and the Umpqua National Forest, and developed required reports for submittal to the Oregon SHPO. Services included Section 106 consultation. *Role: Project Manager. Responsible for conducting all cultural resources compliance tasks, including acquiring archaeological permits for excavations, conducting background research, providing draft technical memorandum, and coordinating with federal and Tribal entities.*

SE Blair Road Improvements Project; Clark County Department of Public Works; Washougal, Clark County, Washington. SWCA supported Clark County in achieving cultural resources compliance for a road improvements project by conducting background research; coordinating with the County, DAHP, and local Tribes to determine level of effort for compliance; and handling reporting. *Role: Project Manager. Managed the project and oversaw all tasks and deliverables to completion.*

Port of Port Townsend Runway Rehabilitation Project; Reid Middleton; Jefferson County, Washington. SWCA conducted a cultural resources survey for the Jefferson County International Airport runway rehabilitation project, which was subject to the NHPA Section 106 process, and presented the results in a final technical report. SWCA performed field investigations and prepared documentation on schedule. The SWCA team worked with Reid Middleton and the Federal Aviation Administration to ensure all regulatory requirements were addressed for the project. *Role: Assistant Project Manager, Field Director. Developed survey methodology, directed fieldwork, and authored the technical report.*

GARRET ROOT, M.A., Cultural Resources and Built Environment Lead

Garret Root has 15 years of experience in cultural resources management, research, and regulatory compliance relating to the built environment. He has served as an architectural historian on a multitude of documentation projects, including those under Sections 106 and 110 of the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), California Public Resources Code 5024 and 5024.5, and several local preservation ordinances. Garret has extensive knowledge of all facets of project development, including methodology development and area of potential effects (APE) development, research, intensive survey, field recordation and management, report documentation, and agency review. Garret has extensive field knowledge in a variety of areas, including urban, rural, military, agricultural, and infrastructural settings. From this broad-based background, he adds technical skill, efficiency, and strong regional knowledge to all his projects and documentation efforts.

YEARS OF EXPERIENCE

15

EXPERTISE

Memorandum of agreement and programmatic agreement development

NHPA Section 106 compliance

CEQA compliance

Historic resources surveys

Historic property management plans

Architectural history

EDUCATION

B.A., History; California State University, Chico; 2009

M.A., Public History; California State University, Sacramento; 2011

PERMITS

U.S. Bureau of Land Management, Cultural Resource Use Permit (CA-23-21): CA; Principal Investigator

National Park Service, Permit for Archeological Investigations (PWR-1979-23-CA-02 [SUP/CA Parks]): Southern California Edison easements and their maintained structures within National Park Service lands in the state of California; Principal Investigator

MEMBERSHIPS

National Hydropower Association

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Idaho Falls Power Relicensing Support; Kleinschmidt Associates; Bonneville County, Idaho. SWCA is providing support to Kleinschmidt on various tasks related to the Idaho Falls Power Federal Energy Regulatory Commission (FERC) Relicensing Project, which includes the Gem State and Idaho Falls projects. These support tasks include data gathering and preparatory work for early engagement, project management, drafting technical sections of a PAD, revising based on comments, reviewing comprehensive plans, and providing environmental analysis, along with general project implementation activities. *Role: Principal Architectural Historian. Provided cultural resources senior oversight and strategy.*

PacifiCorp Cutler Relicensing and Historic Property Management Plan (HPMP) Implementation; PacifiCorp; Cache County, Utah. SWCA performed project management, stakeholder facilitation, and technical study implementation on behalf of PacifiCorp in the company's pursuit of a new FERC license for the Cutler Hydroelectric Project near Logan, Utah. This work included cultural resources studies; assessment of the aquatic community; a full review of the water quality conditions in the reservoir; and hydraulic analysis and modeling, including the construction of one- and two-dimensional hydraulic models and a one-dimensional sediment transport model for the entire project area. SWCA led the development of all relicensing documents from the Notice of Intent and Pre-Application Document (PAD) and the NEPA scoping process through to the final license application and water quality certificate. *Role: Principal Architectural Historian. Edited and reviewed the HPMP report. Supported project coordination for domestic waters and the National Register of Historic Places (NRHP) in the historic district.*

Weber Hydro Environmental Support and HPMP Implementation; PacifiCorp; Weber County, Utah. SWCA has supported PacifiCorp in the relicensing process for the Weber River Hydroelectric Project since 2015. As part of the relicensing effort, SWCA performed a water quality study to investigate the potential effect of the hydroelectric facility on the water quality of the Weber River. The SWCA team monitored water quality at several sites on the Weber River, including upstream and downstream of the hydroelectric facility. Water quality data were analyzed in a report to evaluate the effect of the hydroelectric project on the water quality of the river. SWCA continues to support PacifiCorp with its efforts to comply with the new FERC license for the project, including the construction of a volitional fish ladder to improve the habitat for resident fish species,

annual agency consultation, and all FERC and state regulatory reporting requirements. *Role: Principal Architectural Historian. Edited reports and participated in programmatic agreement (PA) and HPMP discussion.*

Pioneer Hydroelectric Project: HPMP Implementation for Removal of Cottages; PacifiCorp; Ogden, Weber County, Utah. SWCA is supporting the Pioneer Hydroelectric Project exemption project, including drafting the FERC exemption application and initial consultation document, and completing the first stage of FERC and other agency consultation. *Role: Principal Architectural Historian. Provided cultural resources senior oversight and strategy.*

Pushmataha County Pumped Storage Project – Licensing Support; PSH Oklahoma Development Company, Inc.; Pushmataha County, Oklahoma. SWCA is providing licensing support. These support tasks include data gathering and preparatory work for early engagement, project management, and drafting technical sections of a PAD. *Role: Principal Architectural Historian. Provided cultural resources senior oversight and strategy.*

*** Section 106 Survey for Camanche and Pardee Reservoirs; East Bay Municipal Utility District; Calaveras County, California.** Conducted research, identified the APE, and developed a historical context and a multi-year approach to assist East Bay Municipal Utility District with management of the two FERC-licensed projects. The report complied with Section 106 of the NHPA. *Role: Senior Architectural Historian. Worked with East Bay Municipal Utility District to develop strategy and approach to document the built environment resources.*

*** Willamette Valley Water Project Multiple Property Documentation and Evaluation; U.S. Army Corps of Engineers (USACE); Eugene, Oregon.** This project included documentation and determination of eligibility of the USACE Willamette Valley Project, a system of 13 dams, powerhouses, pumping facilities, administration buildings, and recreation facilities. *Role: Senior Architectural Historian and Project Manager. Oversaw all work products, managed staff, and developed content, in addition to working with the USACE and the State Historic Preservation Office.*

*** Poe Hydroelectric System Historic District Evaluation and Historic Property Management Plan; Pacific Gas and Electric; Plumas County, California.** A survey was conducted of all historic-period buildings, including the penstock, dams, tunnels, infrastructure, powerhouse, and recreational facilities, including campgrounds, resorts, and recreational subdivisions. The project included California Register of Historic Resources (CRHR) and National Register of Historic Places (NRHP) evaluation of all resources. *Role: Senior Architectural Historian. Developed the HPMP, collected the research related to all the facilities, and assisted in writing the historical context for these resources.*

*** California Department of Water Resources Oroville Emergency Recovery Fiber Optic and 13.8-Kilovolt Cultural Resources Survey and Assessment; Department of Water Resources, Butte County, California.** An intensive survey was conducted of the built environment resources, including the Feather River Highway and Western Pacific Railroad located within the area of direct impact, historic context development, evaluation for the NRHP and CRHR, and an effects analysis. *Role: Senior Architectural Historian. Led and conducted the survey.*

*** Historic Resource Inventory and Evaluation Report, Bucks Creek Hydroelectric Project, FERC Project No. 619; Pacific Gas and Electric Company, Plumas National Forrest, California.** A survey was conducted of all historic-period buildings, including the penstock, dams, tunnels, infrastructure, the powerhouse, and recreational facilities, including campgrounds, resorts, and recreational subdivisions. The project included CRHR and NRHP evaluation of all resources. *Role: Architectural Historian. Collected research related to all the facilities and assisted in writing the historic context for these resources*

*** Lower Long Tom River NRHP Documentation and Survey; USACE; Fern Ridge, Oregon.** This project included documentation of the USACE-modified Lower Long Tom River, research collection, and a determination of eligibility of the resources. *Role: Senior Architectural Historian. Collected research while working closely with the USACE and the State Historic Preservation Office.*

*** Historic Resource Evaluation of the Dutch Flat Water System; Placer County Water Agency; Dutch Flat, California.** Resources were evaluated for potential significance under the criteria of the NRHP and CRHR and for the purposes of CEQA. *Role: Senior Architectural Historian. Conducted a historic resource inventory and evaluation of the town of Dutch Flat's water treatment facility, water distribution, and fire suppression system.*

INDYA MESSIER, B.S., SWCA Project Manager and Botanical/FERC Resource Specialist

Indya Messier is a project manager and environmental scientist with 7 years professional experience in the consulting sector. In addition to having technical training in the areas of botany, wetlands, and ecology, Indya is proficient at managing projects and overseeing both onsite and remote staff. Indya has worked with clients spanning multiple sectors, including hydropower, water resources and management, and utilities. Indya has been a key team member for multiple hydropower relicensing projects. Her duties have included project management, leading resource studies, and agency coordination.

YEARS OF EXPERIENCE

7

EXPERTISE

National Environmental Policy Act (NEPA) compliance

FERC compliance

CEQA compliance

Technical writing and deliverable QA/QC

Botany

EDUCATION

B.S., Environmental Science and Management; University of California, Davis; 2017

TRAINING

Project Management Bootcamp, Stantec; 2020

California Boater Card, National Association of State Boating Law Administrators; 2018

Wetland Delineation Training, University of California; 2019

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Idaho Falls Power Relicensing Support / Study Plan Development; Kleinschmidt Associates; Bonneville County, Idaho. SWCA is providing support to Kleinschmidt on various tasks related to the Idaho Falls Power Federal Energy Regulatory Commission (FERC) Relicensing Project, which includes the Gem State and Idaho Falls projects. These support tasks include data gathering and preparatory work for early engagement, project management, drafting technical sections of a Pre-Application Document (PAD), revising based on comments, reviewing comprehensive plans and providing environmental analysis along with general project implementation activities. *Role: FERC Regulatory Specialist/Botanical Resources Lead. Developed the Botanical Resources Study Plan (Proposed Study Plan) and participated in client/agency-facing study-related meetings. Additionally, provided FERC regulatory support in the pursuit of a combined relicensing.*

Pushmataha Pumped Storage Project PAD/Notice of Intent (NOI) Development; PSH Oklahoma Development Company, Inc.; Pushmataha County, Oklahoma. SWCA is providing regulatory and subject matter expert support to Southeast Oklahoma Power Corporation on the Pushmataha County Pumped Storage Hydroelectric Project (FERC Project No. 14890). Tasks include development of the notice of intent (NOI)/PAD, geographic information systems (GIS) figures, and associated data, conducting early engagement, Tribal outreach, and project-related background research, project management, and additional regulatory support. *Role: Project Manager. Comprehensive project management, including project kick-off and close-out, schedule development, implementation, and tracking, deliverable development, quality assurance/quality control (QA/QC), technical writing, technical reviews, team oversight and management, client communications and meetings, and budgeting and financials.*

Seminole Pumped Storage Hydroelectric Project Environmental and Licensing

Support; rPlus Hydro, LLLP; Carbon County, Wyoming. The scope of work includes support for responding to FERC additional information requests; agency consultation and assistance in obtaining necessary permits; cultural and Tribal consultation; development of monitoring plans and best management practices in consultation with relevant agencies for the protection of sensitive species, wildlife habitat, and other environmental or cultural resources during construction; training of construction staff; monitoring and reporting of construction activities as they relate to developed plans; and designing transmission facilities to protect certain sensitive species. *Role: FERC Regulatory and Licensing Project Manager. Responsible for providing FERC regulatory and licensing support for post-final license application, license implementation, and construction activities.*

*** FERC Oroville Relicensing Spillway Order; California Department of Water Resources (DWR); California.** This project supported the California DWR in the development of additional order-required resource area management plans. *Role: Project Manager. Comprehensive project management, including schedule development, implementation, and tracking, deliverable development, QA/QC, technical writing, technical reviews, team oversight and management, client communications and meetings, and budgeting and financials.*

* **South State Water Project Hydropower, FERC Project No. 2426-227; California DWR and Los Angeles Department of Water and Power (LADWP); California.** This project provided support to the California DWR and LADWP in their pursuit of a hydropower relicense, executed under FERC's ILP. Tasks included FERC regulatory guidance, project management, document development and QA/QC, agency meetings and coordination, and response to comments. *Role: Deputy Project Manager/Botanical Resources Lead. Developed and implemented schedules for the: Draft/Final License Application (FERC); Protection, Mitigation, and Enhancement Measure plans (FERC); and Initial Study/Mitigated Negative Declaration (California Environmental Quality Act [CEQA]). Oversaw deliverable management, including technical writing, QA/QC, research and analysis, comment response development (e.g., National Marine Fisheries Service, California Department of Fish and Wildlife, U.S. Forest Service, and California State Water Resources Control Board), and FERC/CEQA public filings. Comprehensive field management, including scheduling, staffing, logistics, data management, GIS figure development, and QA/QC.*

* **Utica Hydroelectric Project, FERC No. P-2019 / Angels Hydroelectric Project, FERC No. P-2699; Utica Water and Power Authority; California.** This project supported Utica Water and Power Authority (UWPA) on the development of two FERC small conduit exemption and license surrenders for the Utica Hydroelectric Project and Angels Hydroelectric Project. *Role: Deputy Project Manager/FERC Regulatory Specialist. Comprehensive project management, including project kick-off, schedule development, implementation, and tracking, deliverable development, QA/QC, technical writing, technical reviews, team oversight and management, client communications and meetings, and budgeting and financials. Additionally, supported as a FERC regulatory specialist in the pursuit of a combined exemption and license surrender.*

* **2005 EIR Addendum; United Water Conservation District (UWCD); California.** This project supported the UWCD in the CEQA action to obtain additional downstream water from DWR for public use and consumption. Tasks included conducting field studies: Hydrology and Sediment; Botanical Resources; and Cultural/Tribal Resources. *Role: Deputy Project Manager/Field Lead. Comprehensive project and field management, including field schedule development, implementation, and tracking, team oversight and management, client communications and meetings, and budgeting and financials. Additionally, scoped and implemented the Hydrology and Sediment, Botanical Resources, and Cultural/Tribal Resources studies, including scheduling, staffing, GIS, safety, and logistics.*

* **Reservoir Analysis; Metropolitan Water District of Southern California (MWD); California.** This project supported MWD with an environmental desktop review of proposed California reservoir location construction opportunities. *Role: Environmental Scientist. Conducted an environmental desktop review of over 250 proposed locations by analyzing local Habitat Conservation Plans/Natural Community Conservation Plans and California Natural Diversity Database data, applying specified criteria, and ranking reservoirs based on low to high probability of environmental compliance.*

* **Aerial Inspection Review, Plus More (Air+), Community Wildfire Safety Program; Pacific Gas & Electric Company (PG&E); California.** This project provided PG&E with project management and program implementation. Services included sourcing subject matter experts in the transmission line and substation specialties to support infrastructure evaluation and hardening. *Role: Project Manager. Comprehensive project management, including team oversight and management, QA/QC of team output, client communications and meetings, and budgeting and financials.*

* **Centralized Inspection Review Team (CIRT), Community Wildfire Safety Program; PG&E; California.** This project provided PG&E with project management and program implementation. Services included sourcing subject matter experts in the transmission line and substation specialties to support infrastructure evaluation and hardening. *Role: Project Manager. Comprehensive project management, including team oversight and management, QA/QC of team output, client communications and meetings, and budgeting and financials.*

* **Mokelumne Pumped Storage Project; GreenGenStorage, LLC; California.** This project supported GreenGenStorage, LLC, with the development of the four study plans for the Proposed Study Plan, Revised Study Plan and Amended Revised Study Plan, including Traffic, Visual Resources, Recreation Resources, and Socioeconomics. The project also implemented the Recreation Resources Study, consisting of field surveys and agency outreach. *Role: Deputy Project Manager, Recreation Resources Lead. Comprehensive project management, including project kick-off, schedule development, implementation, and tracking, deliverable development (Visual Resources Study, Socioeconomics Study, Recreation Resources Study, and Traffic Study), QA/QC, technical writing, technical reviews, team oversight and management, client communications and meetings, and budgeting and financials. Additionally, scoped and implemented the Recreation Resources Study, including staffing, scheduling, GIS, safety, and field logistics.*

LLOYD C. REED
10025 Heatherwood Lane
Highlands Ranch, CO 80126

EXPERIENCE:

REED CONSULTING, Highlands Ranch, CO.

August 2009 - Present

President. Provided advice to multiple utility companies and/or their outside legal counsel regarding power system operational and regulatory issues. Assisted an electric utility in incorporating potential regional power shortage events into their long-term integrated resource plan. Performed preliminary feasibility studies for the development of a solar generating plant to be located in the Northwest region and hydroelectric pumped storage plants to be located in the Rocky Mountain and Pacific Northwest regions. Performed a cost-of-service study for a Tribally-owned hydroelectric facility. Provided testimony on behalf of multiple irrigation districts in Washington, Oregon, and California electric utility rate cases. Advised a group of Northwest publicly-owned utilities on proposals received under an RFP issued for new renewable and conventional generating resources. Performed a comprehensive analysis of retail electricity costs of irrigation customers located in multiple United States Bureau of Reclamation project areas in the Pacific Northwest. Prepared and submitted expert testimony to the Federal Energy Regulatory Commission in the California Refund Case and Pacific Northwest Refund Case proceedings. Performed a detailed analysis regarding the design and implementation of an intermittent resources regulation tariff on behalf of a large investor-owned utility and submitted expert testimony in a related rate case proceeding at the FERC. Derived wind generation integration costs to be included in an investor-owned utility's retail rate case. Assisted a publicly-owned utility with the marketing of surplus renewable energy and renewable energy credits into the Western markets. Performed multiple triennial Market Power Studies on behalf of two Northwest electric utilities and also prepared numerous Market Concentration Studies in support of generating plant acquisitions by these utilities. Made multiple presentations to FERC Staff regarding the impacts of utility-scale wind generation plants on power systems operations.

GOLDEN ENERGY SERVICES, INC., Highlands Ranch/Littleton, CO.

April 2001 - August 2009

Partner/Vice President. Acted as an arbitrator in a contract dispute regarding the operation of a group of hydroelectric generating facilities and an associated set of long-term multi-party wholesale power purchase agreements. Advised the trading staff of a major Western utility in the short term and intermediate term optimization of the utility's wholesale power and natural gas portfolios. Advised a group of Northwest publically-owned utilities regarding potential power pooling arrangements and performed a preliminary pooling feasibility study. Performed multiple Market Power Studies on behalf of two electric utilities in support of FERC Section 203 and 205 rate tariff filings. Submitted testimony to the FERC in the California Refund Case on behalf of a large Northwest utility. Analyzed and recommended actions concerning open access electricity purchase options for several large industrial end use customers. Provided ongoing operational and contractual support to utility and end user customers concerning the operation of the Pacific Northwest hydroelectric generation system. Researched and presented to a national scope merchant power plant developer an assessment of Northwest area transmission availability and potential future impacts of RTO formation. Assisted the staff of an electric utility in the redesign of its retail tariff structure to incorporate alternate pricing and hedging mechanisms. Actively participated in the ongoing risk management process for a major electric/natural gas utility. Assisted in the analysis of a proposed new interstate natural gas pipeline and a proposed new major lateral for a natural gas LDC system. Advised a large Western utility in power marketing strategies for the Northwest and California markets. Assisted several end use industrial customers in the drafting and implementation of integrated energy management policies.

PUGET SOUND ENERGY, INC., Bellevue, WA.

September 1999 - March 2001

Director Power Supply Operations. Directed all aspects of PSE's forward power trading, real-time trading, scheduling, and power operations activities. Managed the operations of a diverse, 4500 MW power supply portfolio consisting of hydroelectric, coal, gas, and contract resources. Established and implemented short-term and seasonal operating plans for PSE's hydroelectric resources. Actively managed PSE's rights and obligations pursuant to the Pacific Northwest Coordination Agreement and the Mid-Columbia Hourly Coordination Agreement. Coordinated daily with the PSE Gas Operations group to optimize the operation of 1200 MW of gas-fired generation. Pursued long term power supply agreements and generation development projects as well as negotiating numerous intermediate-term power/heat rate purchases and sales. Actively assisted in the development and implementation of PSE's energy risk management procedures. Recommended various forward hedging strategies to senior management. Prompted PSE's expansion into new markets such as the CAISO and PX. Actively participated in regional energy initiatives such as RTO formation, BPA power and transmission rate cases, and WECC power supply coordination issues. Worked with large end use retail customers on market-based pricing programs.

e prime, inc./NEW CENTURY ENERGIES, Denver, CO.

February 1996 - August 1999

Vice President Power Marketing. Responsible for managing all aspects of *e prime's* power business including marketing, trading, scheduling, contract administration, generating plant acquisitions, and regulatory affairs. Developed and presented to senior management long-term business strategies for both *e prime* and its parent company, New Century Energies. Analyzed numerous merchant generating project opportunities and successfully completed negotiations for the purchase of long-term tolling rights from a new gas-fired generating facility. Co-authored *e prime's* risk management policies and procedures including the development and implementation of the company's power trading parameters and limits. Actively participated with other NCE personnel in the preparation of bid packages for utility sponsored asset auctions.

Director of Power Marketing. Developed all business systems necessary to start up a new power marketing/trading affiliate. Responsible for hiring and supervising all of *e prime's* power marketing and trading staff, as well as directing all of the company's wholesale and retail electric trading and marketing activities. Developed and implemented various marketing/trading strategies and policies designed to establish and rapidly grow *e prime's* business. Negotiated numerous power sale, purchase, and transmission agreements ranging in duration from one month to two years. Designed and implemented *e prime's* original power scheduling/accounting software systems as well as establishing the company's power related credit procedures. Oversaw the company's involvement in several electric retail open access programs.

PANENERGY POWER SERVICES, INC., Spokane, WA.

October 1994 - January 1996

Manager Power Operations. Developed all necessary business and energy accounting systems required to start up a new power marketing company. Supervised and coordinated PanEnergy's short/intermediate term power marketing and trading activities throughout the Western United States. Negotiated and implemented enabling/tariff agreements allowing PanEnergy to transact business with over 100 different electric utilities and power marketers. Negotiated numerous power sale, purchase, and energy management agreements.

WASHINGTON WATER POWER, Spokane, WA.

August 1993 - September 1994

Systems Operations Engineer. Acted as WWP's lead negotiator for the twenty-year extension of the eighteen party Pacific Northwest Coordination Agreement. Provided operational expertise and training to WWP's energy traders and support staff. Actively managed and optimized WWP's contractual rights under multiple power sale and hydroelectric resource coordination agreements. Coordinated WWP's short-term and seasonal hydroelectric operating plans with WWP's marketing and trading strategies. Responsible for all aspects of WWP's data submittals to the PNCA annual planning process.

PUGET SOUND POWER & LIGHT, Bellevue, WA.

July 1982 - July 1993

Senior Power Scheduler/Intercompany Pool Representative. Managed the sale and purchase of up to 1000 aMW of short-term firm and non-firm energy. Developed and executed medium range operating and marketing strategies. Aggressively exercised and defended Puget's rights and obligations under more than thirty long-term power and transmission contracts. Provided real-time operational direction to Puget's power dispatchers. Represented Puget at regional Northwest Power Pool and Western Systems Power Pool meetings.

Power Scheduler/Intercompany Pool Representative. Devised hourly preschedules of Puget's hydroelectric, thermal, and contract resources while arranging all of Puget's prescheduled power purchase and sales transactions. Provided technical expertise during the negotiation of long-term power supply contracts. Developed and implemented short-term operating strategies for Puget's hydroelectric resources. Improved energy accounting methods and cut billing preparation time in half. Personally established new trading relationships with twelve utilities throughout the WECC region.

Assistant Power Resource Engineer. Provided technical support for PSE's annual hydroelectric and thermal resource planning processes. Performed hydroelectric plant optimization and redevelopment studies. Assisted in the development of PSE's short-term and medium-term resource operations strategies. Developed streamflow and generation forecasts for several of PSE's hydroelectric generating plants.

EDUCATION:

UNIVERSITY OF WASHINGTON – Seattle, WA.

June 1982

B.S., Electrical Engineering



Appendix C


Certification Regarding Debarment and Lobbying Form

ATTACHMENT 3
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

4. 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.
5. 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.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

Kleinschmidt Associates	Upriver Dam Federal Energy Regulatory Commission Relicense Consulting Services
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Paul Larson, P.E., V.P.	
Name of Certifying Official (Type or Print)	Signature
Vice President, Northwest Region	December 5, 2024
Title of Certifying Official (Type or Print)	Date (Type or Print)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year ____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ _____ Print Name: _____ _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,



Appendix D

Addendum #1 Signed



November 26, 2024

ADDENDUM NO. 1

REQUEST FOR QUALIFICATIONS #6256-24 – Upriver Dam Federal Energy Regulatory Commission Relicense Consulting Services

This Addendum 1 to the above identified Request for Qualifications is being issued to change language in Paragraph 3.1 “Minimum Qualifications”, Paragraph 4.4. “Management Proposal”, Paragraph 4.3 “Technical Proposal”, and to provide answers to questions received. Questions are identified with “Q”. Answers are identified with “A” and red text.

1. The language in Paragraph 1.3 “Minimum Qualifications” has changed due to a clarification question. Special emphasis to changed language is identified in red text. **Replace language in line item “1” in Paragraph 1.3 “Minimum Qualifications” with the following language:**

Implementation of relicensing for at least one (1) hydroelectric facility, using the same FERC Licensing Process (Integrated, Traditional, or Alternative) that Proposer advises for Upriver Dam, completed **through license issuance** within the last two (2) years **or under contract and in progress**.

2. **Q:** Regarding Minimum Qualifications can you clarify what is meant by 'completed'? i.e. do you consider a project completed when the actual license is issued, or could a project be considered complete when the FLA is submitted?

A: Reference changed minimum qualification language above and repeated here: Implementation of relicensing for at least one (1) hydroelectric facility, using the same FERC Licensing Process (Integrated, Traditional, or Alternative) that Proposer advises for Upriver Dam, completed through license issuance within the last two (2) years or under contract and in progress.

3. **Q:** In the description of the Management Proposal, page 11 the RFQu States; " When submitting projects for which the proposer worked in an auxiliary capacity or in a joint venture or partnership. include the name and contact information of the lead. The Proposer grants permission to the City to contact the list provided. Can you tell us if there are any other reference contacts required in this RFQu, such as client references for other relevant projects where we will identify team members working together on previous proposals.

A: No other reference contacts are required. To clarify the 2nd and 3rd sentences in Paragraph 4.4.“Management Proposal”, Section “E”, wording is as follows with specific wording changes in bold text and deleted language with cross out:

Describe similar projects performed by key personnel listed above within the last 10 years, which best characterize Proposer’s capabilities, work quality, and ability to perform the services needed under this RFQu. For each project mentioned, include the name, address, email address, and phone number of a person who can be contacted regarding your performance on the project. **That person can be from the client’s organization or from the primary consulting Firm** when submitting projects for which the Proposer worked in an auxiliary capacity or in a joint venture or partnership. ~~include the name and contact information of the lead.~~

4. **Q:** In Attachment 1, Item 32, a salary rate cap is set at a GS-18 maximum daily rate, which does not appear to be a current rate class used by the federal government. Can you provide the current maximum daily rate limit the City will apply, and/or a specific current federal document that references the appropriate rate?

A: This language was based on the code of federal regulations and upon research is still in place. The full section (j) language is below. It is unknown at this time if federal grant funding would be used in the future. If federal funding is used in the future, any salary cap would be identified by the funder (Environmental Protection Agency as an example). The City will confirm any salary cap restriction with the funder at that time. The link to 2024 GS-18 is: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule/>

Title 40 CFR 31.36 (j)

(Pub. L. 94–163, 89 Stat. 871). (j) *Payment to consultants.* (1) *EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by grantees or by a grantee’s contractors or subcontractors to the maximum daily rate for a GS–18. (Grantees may, however, pay consultants more than this amount). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; grantees will pay these in accordance with their normal travel reimbursement practices. (Pub. L. 99– 591).* (2) *Subagreements with firms for services which are awarded using the procurement requirements in this part are not affected by this limitation.*

5. **Q:** In section 4.3 B the RFQ, it asks proposers to demonstrate how they will effectively complete the project based on previous experience. In section 4.4 E a similar question is asked with regards to project experience. Can proposers cross reference examples in this instance? Is there any difference in the intent of these two sections, seeing that one is grouped under Technical Proposal, and one is grouped under Management Proposal?

A: The City concurs that Paragraph 4.3 “Technical Proposal”, Section “B” and Paragraph 4.4 “Management Proposal”, Section “E” are similar. Delete Section “B” of Paragraph 4.3 “Technical Proposal”.



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.

Kleinschmidt Associates

Company



Authorized Signature



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

KLEINSCHMIDT ASSOCIATES
KLEINSCHMIDT ASSOCIATES DBA KLEINSCHMIDT ASSOCIATES, INC.
141 MAIN ST
PITTSFIELD ME 04967-4364

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: May 16, 2025

Unified Business ID #: 603294911

Business ID #: 001

Location: 0001

Expires: Apr 30, 2026

CITY/COUNTY ENDORSEMENTS:

SHELTON GENERAL BUSINESS - NON-RESIDENT #0084110 - ACTIVE
DARRINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #47413 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 05/31/2026) - ACTIVE
REDMOND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
AUBURN GENERAL BUSINESS - NON-RESIDENT #BUS-37664 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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: 603294911 001 0001

KLEINSCHMIDT ASSOCIATES
KLEINSCHMIDT ASSOCIATES DBA
KLEINSCHMIDT ASSOCIATES, INC.
141 MAIN ST
PITTSFIELD ME 04967-4364

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SHELTON GENERAL BUSINESS -
NON-RESIDENT #0084110 - ACTIVE
DARRINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
OLYMPIA GENERAL BUSINESS -
NON-RESIDENT #47413 - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT (EXPIRES
05/31/2026) - ACTIVE
REDMOND GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

STATE OF WASHINGTON

Expires: Apr 30, 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)



KLEIASS-01

VSANTOSUOSSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:		
	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888	
	E-MAIL ADDRESS: boston@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Kleinschmidt Associates, Inc. and Kleinschmidt Associates, PA, PC 141 Main Street Pittsfield, ME 04967	INSURER A : Hartford Underwriters Insurance Company A+ (XV)		30104
	INSURER B : Hartford Accident and Indemnity Company A+ (XV)		22357
	INSURER C : Hartford Casualty Insurance Company A+ (XV)		29424
	INSURER D : Hartford Fire Insurance Company A+ (XV)		19682
	INSURER E : Lexington Insurance Company A, XV		19437
	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 checked="" type="checkbox"/> LOC OTHER:			08SBWAR30GD	5/1/2025	5/1/2026	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
B	<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			08UEGAX0192	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08XHGWL1767	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	08WEGAB3CSD	5/1/2025	5/1/2026	<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
E	Professional Liab.			031710933	5/1/2025	5/1/2026	Per Claim 5,000,000
E				031710933	5/1/2025	5/1/2026	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All coverages are in accordance with the policy terms and conditions.

Evidence of insurance

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 2701 N. Waterworks St. Spokane, WA 99212	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>Jared Maxwell</i>

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/20/2025

Clerk's File #

ORD C36706

Cross Ref #

OPR 2025-0417

Project #**Council Meeting Date:** 06/16/2025**Submitting Dept**

RISK MANAGEMENT

Bid #**Contact Name/Phone**

MATT BOSTON 625-6820

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON ZZAPPONE

Sponsoring at Administrators Request

NO

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

5810 - SBO FOR TPA WC CONTRACT

Agenda Wording

An ordinance No. C36626, entitled in part "An ordinance adopting a biennial budget for the City of Spokane" and amending it to outsource worker's compensation claims administration.

Summary (Background)

Workers compensation claims have been handled in-house by two Claims Administrators, with the passing on one of those employees, it is difficult to recruit and hire another licensed and certified Claims Adjuster. State of WA Labor & Industries requires all persons adjudicating workers comp claims be certified by Labor and Industries. The current (and consistent) volume of workers compensation claims cannot be adequately handled by one person, we require a contractor to step in and assist. **This is part of a complete packet: Contract, Resolution, and SBO**

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? NO			
Total Cost		\$ 177,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Salary savings for Claims Administrator to year-end and removing one FTE along with Worker's Comp fund balance will cover the cost of the contract for 2025.			
Amount		Budget Account	
Expense	\$ 177,000.00	#	5810-78500-17610-54101
Expense	\$ -67,034.00	#	5810-78500-17610-51xxx
Expense	\$ -18,966.00	#	5810-78500-17610-52xxx
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source Recurring			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Yes, interfund charges to other departments are the recurring funding source.			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MILLER, JACOB	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
mboston@spokanecity.org		mktturner@spokanecity.org	
jsjordan@spokanecity.org		ddaniels@spokanecity.org	
jrhall@spokanecity.org		jneckanicky@spokanecity.org	
spuckett@spokanecity.org			

ORDINANCE NO C36706

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO OUTSOURCE WORKER'S COMPENSATION CLAIMS ADMINISTRATION.

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 Worker's Compensation 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 Worker's Compensation Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Eliminate one classified Claims Administrator position (from 2 to 1).
- 2) Decrease appropriation by \$86,000.
 - A) Of the decreased appropriation, \$86,000 is removed solely from base wages and associated employee benefits.
- 3) Increase appropriation by \$177,000.
 - A) Of the increased appropriation, \$177,000 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 outsourcing worker's compensation claims administration, 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:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/1/2025

Clerk's File #

RES 2025-0040

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

RISK MANAGEMENT

Bid #**Contact Name/Phone**

MATT BOSTON 625-6585

Requisition #

PAID VIA CLAIMS

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

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

5800 - SETTLEMENT RESOLUTION - ROXANN MCNAUGHTON

Agenda Wording

A claim for damages was filed with the City of Spokane by Roxann McNaughton ("Claimant") on March 3, 2025, arising out of an incident on or about February 17, 2025, in the City of Spokane, as more fully described in her claim for damages.

Summary (Background)

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 \$53,242.54.

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		\$ 53,242.54	
Current Year Cost		\$ 53,242.54	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Settlement claim payout			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
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>	STRATTON, JESSICA		
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		ddaniels@spokanecity.org	
mdean@spokanecity.org		Zach.Ray@us.davies-group.com	
mboston@spokanecity.org		ehaugen@spokanecity.org	

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Roxann McNaughton ("Claimant") on March 3, 2025, arising out of an incident on or about February 17, 2025, in the City of Spokane, as more fully described in her 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 **FIFTY-THREE THOUSAND TWO HUNDRED FORTY-TWO DOLLARS AND 54/100 (\$53,242.54)**.

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 **FIFTY-THREE THOUSAND TWO HUNDRED FORTY-TWO DOLLARS AND 54/100 (\$53,242.54)** 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:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/20/2025

Clerk's File #

RES 2025-0043

Cross Ref #

ORD C36706

Project #**Council Meeting Date:** 06/16/2025**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 ZZAPPONE

Sponsoring at Administrators Request

NO

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

5810 - EMERGENCY RESOLUTION FOR WORKERS' COMPENSATION C TPA

Agenda Wording

A resolution declaring an emergency and authorizing a Service Contract to be established for a third-party administrator (TPA) to handle City of Spokane workers' compensation claims.

Summary (Background)

Workers' compensation claims have been handled in-house by two Claims Administrators. With the passing of one of those employees, it is difficult to recruit and hire another licensed and certified Claims Adjuster. State of WA Labor and Industries requires all persons adjudicating workers' comp claims be certified by Labor and Industries. The current (and consistent) volume of workers' compensation claims cannot be adequately handled by one person. We require a contractor to step in and assist. **This is part of a complete packet: Contract, Resolution, and SBO**

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?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
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>	MILLER, JACOB		
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
mboston@spokanecity.org		mkturner@spokanecity.org	
jsjordan@spokanecity.org		ddaniels@spokanecity.org	
jrhall@spokanecity.org		jneckanicky@spokanecity.org	
spuckett@spokanecity.org			

RESOLUTION 2025-0043

A resolution declaring an emergency and authorizing a Service Contract to be established for a third-party administrator (TPA) to handle City of Spokane workers compensation claims.

WHEREAS, workers compensation claims have been handled in-house by two Claims Administrators. However, with the loss of one of those employees, it has become increasingly difficult to recruit and hire another licensed and certified Claims adjuster. State of Washington Labor & Industries requires all persons adjudicating workers compensation claims be certified by Labor and Industries. The current and consistent volume of workers compensation claims cannot be adequately handled by one person. The assistance of a third-party administrator licensed and certified by the State is necessary to assist in order to enable the City to handle the amount of claims while recruiting to fill the vacant position; and

WHEREAS, the City of Spokane volume of claims exceeds the capacity for a single person to handle requiring the need for immediate assistance to avoid incurring fines and penalties from Labor & Industries who administer the Workers' Compensation program for the State of Washington; and

WHEREAS, the cost of the Workers' Compensation TPA Services exceeds the competitive procurement threshold of \$10,000; and

WHEREAS, an urgency and emergency does exist -- Now, Therefore,

BE IT RESOLVED BY THE City Council of the City of Spokane that an emergency exists pursuant to SMC 7.06.180 justifying the waiver of public bid requirements for the contracting for third-party administrator services to handle the City's worker compensation claims; and

BE IT RESOLVED by the City Council for the City of Spokane that staff is hereby authorized to establish a service contract for Workers' Compensation TPA Services not to exceed \$165,000/year.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/14/2025

Clerk's File #

RES 2025-0041

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

TRAFFIC SAFETY EQUIPMENT RESOLUTION

Agenda Wording

A resolution approving the purchase of traffic safety equipment to facilitate the closure of streets for community-centered activities utilizing the Spokane Safe Streets for All Fund.

Summary (Background)

Consistent with its prior resolutions, the City Council approves of the use of revenues in the Safe Streets for All Fund for the purchase of traffic safety equipment up to the City's minor contract threshold to facilitate the safe temporary closure of streets to provide community-centered activities such as block parties, community gatherings, and special events.

What impacts would the proposal have on historically excluded communities?

This proposal will ease barriers to purchasing or renting traffic safety equipment for special events and neighbors who seek to activate a street through a temporary closure for community-centered activities.

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

--

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 49,999	
Current Year Cost		\$ --	
Subsequent Year(s) Cost		\$ --	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 49,999	#	1380-24100-42300-53201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Safe Streets For All Fund			
Expense Occurrence		One-Time	
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>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		amcdaniel@spokanecity.org	
nzollinger@spokanecity.org			

RESOLUTION 2025 – 0041

A resolution approving the purchase of traffic safety equipment to facilitate the closure of streets for community-centered activities utilizing the Spokane Safe Streets for All Fund.

WHEREAS, the City of Spokane maintains a special revenue fund under Section 07.08.148 of the Spokane Municipal Code and known as the “Safe Streets For All Fund,”; and

WHEREAS, Section 07.08.148 of the Spokane Municipal Code outlines the permissible uses of revenues in the “Safe Streets For All” Fund, including, but not limited to, “Operational expenses with a demonstrable connection to pedestrian and bicycle safety”;

WHEREAS, the City Council historically has adopted resolutions regarding appropriations from the Safe Streets for All Fund; and

WHEREAS, the City intends to create opportunities throughout the city of Spokane to temporarily close streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, special events, and places for children to play; and

WHEREAS, the purchase and/or rental of traffic safety equipment can be a barrier to special events and neighbors who seek to activate a street through a temporary closure for community-centered activities; and

WHEREAS, the City intends to purchase certain traffic safety equipment to facilitate the safe temporary closure of streets for community-centered activities throughout the city of Spokane.

NOW, THEREFORE, BE IT RESOLVED that consistent with its prior resolutions, the City Council approves of the use of revenues in the Safe Streets for All Fund for the purchase of traffic safety equipment up to the City’s minor contract threshold to facilitate the safe temporary closure of streets to provide community-centered activities such as block parties, community gatherings, and special events.

PASSED BY THE CITY COUNCIL ON _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Consent**Date Rec'd**

5/13/2025

Clerk's File #

RES 2025-0042

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

SOLE SOURCE

Contact Name/Phone

DAVID PAINE 625-6540

Requisition #

N/A

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

KKLITZKE JBINGLE

Sponsoring at Administrators Request

NO

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

4490 SOLE SOURCE RESOLUTION FOR TURBINE GENERATOR SERVICES

Agenda Wording

Sole Source resolution with Siemens Energy for parts, maintenance and service of the steam turbine generator at the Waste to Energy Facility for five years and an estimated annual spend of any resulting contract of approximately \$350,000.00 plus tax.

Summary (Background)

Siemens Energy is the original equipment manufacturer of the turbine generator at the Waste to Energy Facility and are the only company that possess the design, fabrication and manufacturing information needed to service the equipment. The Solid Waste Disposal department is seeking approval of a five year sole source resolution with Siemens Energy to provide the necessary services and parts to keep the facility operational.

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?

Not applicable

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

Not applicable

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 1,750,000.00	
Current Year Cost		\$ 350,000.00	
Subsequent Year(s) Cost		\$ 350,000.00	
<u>Narrative</u>			
A resulting contract from this resolution would fall under a routine repair and maintenance supply and service expense that is planned for annually in the Solid Waste Disposal budget.			
Amount		Budget Account	
Expense	\$ 350,000.00 2025	# 4490-44100-37148-54803-34002	
Expense	\$ 350,000.00 2026	# 4490-44100-37148-54803-34002	
Expense	\$ 350,000.00 2027	# 4490-44100-37148-54803-34002	
Expense	\$ 350,000.00 2028	# 4490-44100-37148-54803-34002	
Expense	\$ 350,000.00 2029	# 4490-44100-37148-54803-34002	
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>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<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		
Distribution List			
		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Siemens Energy a sole-source provider and authorizing the City to directly enter into contract with Siemens Energy in lieu of public bidding for parts, maintenance, and service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823, for a five (5) year period – approximately \$350,000 annually, excluding taxes, without public bidding.

WHEREAS, The Waste To Energy Facility (WTEF) is a 24 hour / 7 day-a-week facility and if something goes wrong with the Turbine, immediate services will be needed; and

WHEREAS, Siemens Energy, is the original equipment manufacturer (OEM), possesses the design, fabrication and manufacturing information required to supply such parts, maintenance and service to this Turbine; and

WHEREAS, Siemens Energy can readily respond to maintenance requests for the Turbine. The Turbine is an integral part of the 24 hour / 7 day-a-week operation of the Waste To Energy Facility and an interruption in service would likely cause an outage if it were to break down and maintenance/parts not be readily available; and

WHEREAS, If the Turbine were to go down and WTEF did not have the means of procuring parts, maintenance and service, WTEF would incur an estimated cost of \$3,600/day in purchase of electricity to power the WTEF as well as resulting in an estimated loss of \$20,000/day in electrical revenue; and

WHEREAS, the cost of the products exceeds the 2024 public bid limit of \$50,000 for goods and \$10,000 for services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Siemens Energy a sole source and authorizes staff to purchase of parts, maintenance, and service for the Condensing Steam Turbine Generator Drive Package through Siemens Energy in lieu of public bidding for a period of five (5) years without further City Council action at an estimated cost of \$350,000 annually, excluding taxes.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



Business Lookup

License Information:

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

Entity name: SIEMENS ENERGY, INC.

Business name: SIEMENS ENERGY, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-900-251

Business ID: 001

Location ID: 0002

Location: Active

Location address: 4400 ALAFAYA TRL
ORLANDO FL 32826-2301

Mailing address: PO BOX 80600
INDIANAPOLIS IN 46280-0600

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
Aberdeen General Business - Non-Resident	214200			Active		Dec-01-2009
Redmond General Business - Non-Resident				Active	Sep-30-2025	Mar-06-2023
Spokane General Business - Non-Resident	T12086458BUS			Active	Sep-30-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BLACHER, BRIAN	
GARRIDO, FLORENCIA	
HANSEN, DENISE	
LUZZI, SCOTT	
VANCE, MARTHA	
VOORBERG, RICHARD	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/17/2025 11:15:54 AM

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/19/2025

Clerk's File #

RES 2025-0044

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ANDRES 6821

Requisition #**Contact E-Mail**

AGRAGEDA@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

LNAVARRETE BWILKERSON

Sponsoring at Administrators Request

NO

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

RESOLUTION ESTABLISHING A KID'S DAY AT RIVERFRONT PARK

Agenda Wording

A Resolution declaring Sunday, June 22, 2025 as "Kid's Day" and providing for free amenities to children at Riverfront Park.

Summary (Background)

This resolution declares Sunday, June 22, 2025 as Kid's Day and recognizes the sponsors that provided for free Gondola, Skate Ribbon and Carrousel rides for children under 12 years of age.

What impacts would the proposal have on historically excluded communities?

Offering free amenities to children lifts the burden of providing a fun, memorable experience to financially disadvantaged families.

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?

Riverfront will collect data on the number of free rides given, however, they won't be recording the demographic or financial status of the riders.

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

Riverfront can compare the ridership during Kid's Day and compare it to another similar day to see if the event was successful in attracting families to the park.

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 Commitment to Youth section of the Comprehensive Plan states "[The City shall] Allocate resources at a consistent and meaningful level to provide access to youth-related programs." The stated values in the Social Health chapter of the Comprehensive plan include providing recreational and educational opportunities for all youth, assuring that Spokane remains a great place to raise a family, treasuring the youth and elders alike, and continuing community events that contribute to Spokane's community identity.

Council Subcommittee Review

The resolution did not receive a subcommittee review due to timing.

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 10,500	
Current Year Cost		\$ 10,500	
Subsequent Year(s) Cost		\$ unknown	
<u>Narrative</u>			
After reaching out to many potential sponsors, we were able to secure contributions from Dasani Water, SDS Realty, Catholic Charities and Avista Foundation to reimburse the Park Fund for all revenue that would be lost by offering free amenities to kids.			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
This was a one-time sponsorship deal of \$10,500 according to Jonathan Moog.			
<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>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>			
<u>Distribution List</u>			

Committee Briefing Paper

Finance & Administration Committee

Committee Date	05/29/2025
Submitting Department	City Council
Contact Name	ANDRES GRAGEDA
Contact Email & Phone	agrageda@spokanecity.org
Council Sponsor(s)	CM Navarrete CP Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Kid's Day at Riverfront Park
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	This resolution declares Sunday, June 22, 2025 as Kid's Day and recognizes the sponsors that provided for free Gondola, Skate Ribbon and Carrousel rides for children under 12 years of age.

Fiscal Impact

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

Total Cost: \$11,000

Current year cost: \$11,000

Subsequent year(s) cost: Unknown

Narrative: After reaching out to many potential sponsors, we were able to secure contributions from Dasani Water, SDS Realty, Catholic Charities and Avista Foundation to reimburse the Park Fund for the full revenue that would be lost by offering free amenities to children under 12 all day.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? This was a one-time sponsorship deal

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?

Offering free amenities to children lifts the burden of providing a fun, memorable experience to financially disadvantaged families.

- 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?

Riverfront will collect data on the number of free rides given, however, they won't be recording the demographic or financial status of the riders.

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

Riverfront can compare the ridership during Kid's Day and compare it to another similar day to see if the event was successful in attracting families to the park.

- 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 Commitment to Youth section of the Comprehensive Plan states "[The City shall] Allocate resources at a consistent and meaningful level to provide access to youth-related programs."

The stated values in the Social Health chapter of the Comprehensive plan include providing recreational and educational opportunities for all youth, assuring that Spokane remains a great place to raise a family, treasuring the youth and elders alike, and continuing community events that contribute to Spokane's community identity.

Council Subcommittee Review

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

The resolution did not receive a subcommittee review due to timing.

RESOLUTION NO. 2025-0044

A Resolution declaring Sunday, June 22, 2025, as “Kid’s Day” and providing for free amenities to children at Riverfront Park.

WHEREAS, Father’s Day originated in Spokane in 1910 as a day to celebrate fatherhood and is now recognized as a national holiday; and

WHEREAS, the students of **Spokane International Academy** visited City Hall with several proposals for Council Members, one of which being an annual “Kid’s Day”; and

WHEREAS, the contributions of children to their families and communities are often overlooked or underappreciated; and

WHEREAS, the children of Spokane represent the future of the community and deserve to feel valued, recognized and celebrated; and

WHEREAS, establishing a “Kid’s Day” in Spokane also provides an occasion to recognize and celebrate the educators, childcare workers, advocates and anyone who works with children, showing appreciation for the incredible and selfless work they do; and

WHEREAS, establishing a “Kid’s Day” in Spokane also provides an opportunity to raise awareness of the issues that impact children the most, including education, mental health struggles and safety concerns; and

WHEREAS, the City’s parks are a hub for recreation, community and relationship building, and, especially at Riverfront Park, also are an economic driver; and

WHEREAS, many families refrain from taking part in some of Spokane’s greatest attractions like Riverfront Park due to economic instability, the City Council would like to promote the use of Riverfront Park by alleviating some of the cost of its attractions and encouraging families to take advantage of their amenities; and

WHEREAS, Riverfront Park hosts many rides and attractions, including the Skyride, Ribbon, and Carrousel, all three of which require payment to access; and

WHEREAS, the Spokane City Council and Riverfront Park, after consultation with the City’s Parks and Recreation Department and the Spokane Park Board, have arranged sponsorships by **Dasani Water, SDS Realty, Catholic Charities, and Avista Foundation** to cover the cost of providing free Skyride, Ribbon and Carrousel rides for children under the age of 12; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council declares Sunday, June 22, 2025 as “Kid’s Day” in Spokane; and

BE IT ALSO RESOLVED that on this day, Riverfront Park will be offering free admission to the Skyride, Ribbon and Carrousel to children under the age of 12 thanks to the generous contributions from **Dasani Water, SDS Realty, Catholic Charities, and Avista Foundation**; and

BE IT ALSO RESOLVED that the City Council, in conjunction with Riverfront Park, the City’s parks and Recreation Department and the Spokane Park Board, commits to annual designation of “Kid’s Day” at Riverfront Park and to acquiring funds to allow for free admission to attractions at Riverfront Park on Kid’s Day going forward.

Adopted by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/18/2025

Clerk's File #

ORD C36679

Cross Ref #**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

MICHAEL 625-6257

Requisition #**Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART ZZAPPONE

Sponsoring at Administrators Request

NO

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

0320-ORDINANCE REINSTATING PROPOSITION 1

Agenda Wording

Ordinance reinstating the provisions of Proposition 1

Summary (Background)

Proposition 1, expanding the prohibitions on camping on public property to within 1000 feet of schools, parks, and child care centers, was adopted by the voters in 2023, receiving nearly 75% of the votes cast. Proposition 1 was recently overturned by the Washington Supreme Court in Jewels Helping Hands v. Hansen, which held the citizen initiative measure was an improper adoption of an "administrative" matter and not a proper subject for an initiative. The City Council is not limited by the court's holding, and this ordinance would reinstate the provisions of Proposition 1.

What impacts would the proposal have on historically excluded communities?

Unclear. Spokane police indicated in the past that it did have, or use, resources to enforce Proposition 1, and the actual number of citations based on the provisions of Proposition 1 is still being assessed.

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?

See above. It is not known what data is publicly available.

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

See above. It is not known what data is publicly available.

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 ordinance reinstates a provision of SMC 12.02.1010 that was approved by 75% of the voters.

Council Subcommittee Review

Not applicable

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
The City Council adopted a biennial budget that includes appropriations for general enforcement of City laws by relevant departments.			
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>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			

ORDINANCE C36679

An ordinance regarding obstructing access to and unauthorized camping upon public property; repealing Sections 10.60.010, 10.60.020, 12.02.1002, 12.02.1010, and 12.02.1011; and adopting new Sections 12.02.1001, 12.02.1007, and 12.02.1009 of the Spokane Municipal Code.

WHEREAS, feedback from roundtables, service providers, law enforcement, business leaders, property owners, and neighborhood leaders indicates that the current patchwork of public property ordinances lacks clarity and is inadequate in addressing the underlying causes of the conduct; and

WHEREAS, Spokane Police Officers need a straightforward tool with a clear standard for engaging, educating, and helping navigate individuals camping or obstructing access to public property to appropriate resources through an engagement-first and enforcement-second model; and

WHEREAS, prosecutors, defenders, and judges need clear standards to hold individuals accountable while protecting the rights of individuals subject to enforcement; and

WHEREAS, the City of Spokane has a responsibility to uphold the intent of voters while implementing ordinances that are not only clear and an effective tool for law enforcement, but also prioritize connecting individuals subject to enforcement with proven, evidence-based solutions; and

WHEREAS, in June of 2024, the U.S. Supreme Court issued its decision in City of Grants Pass v. Johnson, resulting in the ruling that local governments imposing civil and criminal penalties for camping on public land do not violate the Eighth Amendment and emphasizing the need for local governments to have flexibility in their response to homelessness; and

WHEREAS, regardless of the Grants Pass ruling, the City continues its efforts to assist those living unhoused within the community achieve temporary and permanent housing solutions; and

WHEREAS, the City is adopting this ordinance to evolve its approach to engage individuals camping or obstructing access to public properties with navigation to emergency shelter or permanent housing solutions, or other resources; and

WHEREAS, the City intends to establish laws with clear standards for conduct on public property that are applicable citywide and with respect to all persons; and

WHEREAS, the decision of the Washington Supreme Court invalidating Proposition 1 provides an additional opportunity to consolidate and clarify the City's laws with respect to unlawful camping and use of public property; and

WHEREAS, the recent decision of the Washington Supreme Court invalidating Proposition 1 provides an additional opportunity to consolidate and clarify the City's laws with respect to unlawful camping and use of public property; and

WHEREAS, the City of Spokane seeks to streamline the Spokane Municipal Code while preserving the principles of existing laws regarding Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individual Camps (SMC 12.02.1011);

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 10.60.010 of the Spokane Municipal Code is repealed.

Section 2. That Section 10.60.020 of the Spokane Municipal Code is repealed.

Section 3. That there is adopted a new Section 12.02.1001 of the Spokane Municipal Code to read as follows:

Section 12.02.1001 Definitions

Term	Definition
Camp	Camp means to: 1. pitch, erect, occupy, or utilize camp equipment for the purposes of creating an outdoor accommodation for overnight shelter; or 2. to use a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes, or for the purpose of remaining overnight.
Camp Equipment	Camp Equipment includes but is not limited to tents, huts, temporary shelters, campers, recreational vehicles, trailers, tarpaulins, cots, beds, sleeping bags, hammocks, cooking facilities, or similar equipment.
Compliance	Compliance means to take substantial affirmative action to cease knowingly

	obstructing access to or use of public property.
Encampment	Encampment means a site on public property where one or more individuals or groups of persons temporarily reside outdoors with camp equipment; whether or not occupied.
First Responder	First Responders mean firefighters, law enforcement officers, and emergency medical personnel, as licensed or certificated by the State of Washington.
Knowingly Obstruct	Knowingly Obstruct means to: <ol style="list-style-type: none"> 1. Walk, stand, sit, lie, or place an object in such a manner as to impede the free passage of a person or vehicle or to require another person or a driver of a vehicle to take action to avoid physical contact; or 2. Camp in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit.
Park or Park Facility	Park or Park Facility means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands, conservation lands, and natural areas, shall be considered to be a “park facility” for purposes of this chapter.
Public Property	Public Property means any City-owned property including but not limited to parks or park facilities, libraries, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City.

Right-of-Way	Right-of-Way means any street, avenue, boulevard, highway, sidewalk, alley, passageway, viaduct, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.
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Section 4. That Section 12.02.1002 of the Spokane Municipal Code is repealed.

Section 5. That there is adopted a new Section 12.02.1007 of the Spokane Municipal Code to read as follows:

Section 12.02.1007 Obstructing Access to or Use of Public Property

- A. A person shall not knowingly obstruct access to or use of public property unless authorized by a local or state emergency declaration or pursuant to a permit.
- B. A person shall not camp in or upon public property unless authorized by a local or state emergency declaration or pursuant to a permit.
- C. The following shall not be considered camping or knowingly obstructing access to and use of public property if:
 - 1. Committing such acts as a valid exercise of one's constitutional rights, which incidentally obstruct access to and use of public property to exercise that right;
 - 2. Summoning aid for an emergency;
 - 3. Obstructing access as a result of a sensory, mental, or physical disability;
 - 4. Obstructing access as a result of using a wheelchair, walker, or similar device;
 - 5. Operating or patronizing a licensed and permitted commercial establishment conducted on public property, or waiting in a line to purchase tickets or attend a performance or public event, or to gain entry to a business or non-profit adjacent to public property;
 - 6. Participating in or attending a parade, festival, block party, performance, rally, demonstration, athletic event, meeting, or similar event conducted on public property pursuant to a special event or other applicable permit; or
 - 7. Resting while waiting for transportation or resting on a chair, bench, parklet, sidewalk café, or streetery supplied by a public agency or by the abutting private property owner or lessee for that purpose pursuant to a permit or license.

- D. A violation of this section is a misdemeanor.
- E. A person who complies after being notified by a Spokane Police Officer that their conduct violates this section shall not be subject to enforcement under this section. A person who initially complies but subsequently violates this section during the same law enforcement interaction may be subject to enforcement.
- F. A person engaged by a Spokane Police Officer for conduct in violation of this section, who is offered and accepts from a first responder or City-designated outreach provider, navigation and relocation assistance to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility shall not be subject to enforcement under this section.
- G. A person seeking additional time or assistance in complying with this section shall be accommodated to the extent practicable.
- H. It is the intent of the City that a person subject to enforcement under this section be referred to a therapeutic court.

Section 6. That there is adopted a new Section 12.02.1009 of the Spokane Municipal Code to read as follows:

Section 12.02.1009 Integrated Outreach | Encampment Removal and Prevention

Prior to the removal of any encampment:

- A. A notice shall be posted up to seven (7) days prior to a citation issued under SMC 12.02.1007(B) so that the Spokane Homeless Outreach Team or a City-designated service provider may offer navigation and relocation assistance to services including but not limited to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility.
- B. Notice requirements pursuant to SMC 12.02.1009(A) shall not be required to remove an unauthorized encampment when there is a reasonable belief that such encampment presents an immediate threat and/or an unreasonable risk of harm to life, public health, or safety, or public property which shall include, but is not limited to:
 - 1. unauthorized encampments directly adjacent to streets and moving vehicles;
 - 2. unauthorized encampments causing damage or potential damage to environmentally sensitive areas; or

3. unauthorized encampments where additional criminal activity beyond the unauthorized camping is reported and documented by the City.
- C. Consistent with the noticing requirements of this section, the City shall expedite the outreach efforts for navigation and relocation assistance to services for any unauthorized encampment near schools, parks, and emergency shelters.
- D. The City shall establish and maintain administrative policy and procedures that integrate housing-focused outreach and behavioral health services with the removal and prevention of encampments on public property while protecting the personal property rights of individuals subject to enforcement under this section. Any policy and procedure relating to the removal of encampments and subsequent disposition of personal property shall be denominated a “public rule” and adopted pursuant to the requirements of the Spokane Municipal Code.

Section 7. That Section 12.02.1010 of the Spokane Municipal Code is repealed.

Section 8. That Section 12.02.1011 of the Spokane Municipal Code is repealed.

Section 9. The provisions of this ordinance shall only be enforceable on property or facilities under the jurisdiction of the Spokane Park Board or the Spokane Public Library Board of Trustees upon adoption by resolution by their respective boards.

Section 10. 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 11. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/05/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/1/2025

Clerk's File #

ORD C36691

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**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)

ZZAPPONE KKLITZKE PDILLON

Sponsoring at Administrators Request

NO

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

0520 ORDINANCE ESTABLISHING THE H.O.M.E. STARTS HERE INITIATIVE

Agenda Wording

This ordinance establishes the H.O.M.E. Starts Here initiative.

Summary (Background)

This ordinance outlines the City of Spokane's comprehensive approach to improving housing affordability and access while implementing strategic priorities that prevent homelessness through a focus on four pillars: healthcare, outreach and navigation, multidisciplinary engagement, and economic security. It also recognizes existing guiding plans utilized by the City of Spokane.

What impacts would the proposal have on historically excluded communities?

This ordinance provides a unified strategy that meaningfully addresses the complex factors that contribute to housing instability and homelessness. This ordinance recognizes that each person at risk of homelessness or suffering from homelessness requires a targeted and comprehensive response that ultimately leads to an exit from the homeless crisis response system to housing stability.

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 ordinance formalizes a comprehensive cross-sector/cross-agency, data-driven, and evidence-based regional approach to achieve housing stability, reduce and prevent homelessness, and ensure public health and safety. This ordinance identifies the following indicators as key to improving housing stability and economic security, preventing residents from becoming homeless, and reducing the number of individuals currently suffering from homelessness: 1. Reducing the number of Spokane residents who are housing cost-burdened or severely cost-burdened: 2. Growing the median household income to increase financial stability

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

This ordinance requires a biannual report evaluating the implementation of the H.O.M.E. Starts Here initiative. The City Council may hold public hearings to review findings from the biannual report to adjust the H.O.M.E. Starts Here initiative as necessary to meet the objectives of achieving housing stability and economic security, preventing residents from becoming homeless, and reducing the number of individuals currently suffering from homelessness.

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 initiative established by this ordinance is built on the following existing plans: • Comprehensive Plan for the City of Spokane • City of Spokane Consolidated Plan – U.S. Department of Housing and Urban Development (HUD) • City of Spokane Fair Housing Plan • City of Spokane Housing Action Plan • City of Spokane Sequential Intercept Map • Spokane City/County Continuum of Care 5-year Strategic Plan to Prevent and End Homelessness • Spokane Police Department Strategic Plan • Spokane Region Comprehensive Economic Development Strategy (CEDS)

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>	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			

ORDINANCE NO. C36691

An ordinance establishing the H.O.M.E. Starts Here initiative; amending Chapter 18.05; adopting new Sections 18.05.060, 18.05.070, 18.05.080, and 18.05.090; and repealing Sections 18.05.010 and 18.05.030 of the Spokane Municipal Code.

WHEREAS, the City Council finds that the City's policy with respect to homelessness, as set forth in Title 18 of the Spokane Municipal Code, requires a more cohesive, comprehensive and data-driven strategy that sets forth clear goals; and

WHEREAS, in conjunction with the Brown Administration, and after extensive consultation with community stakeholders and public outreach, the City Council finds it is necessary to adopt a policy that ensures the City engages in a comprehensive cross-sector/cross-agency, data-driven, and evidence-based regional approach to achieve housing stability, reduce and prevent homelessness, and ensure public health and safety' and

WHEREAS, the City's policies with respect to homelessness will benefit from stakeholder involvement of those individuals with lived experience with homelessness; and

WHEREAS, the City is committed to engaging in a regional, multijurisdictional alleviating homelessness issues and opioid abatement programs, especially given the correlation between drug addiction and homelessness;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 18.05 of the Spokane Municipal Code is amended to read as follows:

Section 18.05 ((Protections for Homeless People)) HOME Starts Here Initiative

Section 18.05.060 Definitions

Section 18.05.070 Findings, Purpose, and Intent

Section 18.05.080 HOME Starts Here Initiative

Section 18.05.090 Guiding Plans and Documents

Section 2. That there is adopted a new Section 18.05.060 of the Spokane Municipal Code to read as follows:

Section 18.05.060 Definitions. For purposes of this Title 18 the following terms have the meaning set forth below unless a different meaning is made evident by the context.

<u>Term</u>	<u>Definition</u>
ALICE	Means “Asset Limited, Income Constrained, Employed,” and are households that earn above the Federal Poverty Level but cannot afford the basic cost of living in Spokane County. Despite struggling to make ends meet, ALICE households often do not qualify for public assistance.
Alternative Response Teams	Alternative Response Teams, led by the Spokane Police Department and Spokane Fire Department, co-deploy with embedded mental health clinicians to respond to behavioral health calls. Trained co-deployed teams successfully de-escalate and divert individuals in a behavioral health crisis from arrest or hospital emergency rooms while connecting them with a broad range of services provided by community-based partners.
Apple Health	Apple Health is the program name of medical assistance programs in Washington State offered under Title 74 of the Revised Code of Washington, and commonly known as Medicaid.
Basic Food	“Basic Food” is Washington’s name for the state’s food assistance program, which includes the Supplemental Nutrition Assistance Program (SNAP) and the Food Assistance Program, which provides food assistance to legal immigrants who aren't eligible for federal Basic Food benefits solely because of their immigration status.
By-Name List	A “By-Name List” (BNL) is a real-time list of all people in a subpopulation experiencing homelessness. Use of By-Name Lists is a known best practice for homeless service systems because they can contain a robust set of data points that coordinate access and service prioritization at a household level, allow for easier case conferencing, are a collective tool of ownership and responsibility among differing agencies, and allow stakeholders to understand the homeless system inflow and outflow at a systems level.

Community Assistance Response Team (CARES)	CARES is a Spokane Fire Department social response initiative to improve quality of life and reduce unnecessary EMS use by addressing social determinants of health. This team responds to frequent users of the 911 emergency communications system by providing case management to stabilize individuals who are medically fragile and/or struggling with opioid use disorder, which reduces unnecessary contact with emergency systems.
Cost burdened	“Cost burdened” is when a person’s monthly housing costs (including utilities) exceed 30% of their monthly income.
Crisis Outreach, Response and Engagement (CORE)	CORE is a place-based proactive policing strategy that leverages partnerships between law enforcement, alternative response teams, and service providers to reduce criminal activity (and disorder) and increase the level of public safety by increasing visibility and presence, substance use treatment, engagement, housing-focused outreach, and navigation resources.
Diversion	“Diversion” is a person-centered approach that steers individuals away from the homelessness response system into alternative programs that meet the individual’s unique needs and address the underlying reasons for homelessness.
Earned Income Tax Credit (EITC)	The Earned Income Tax Credit (EITC) is a federal tax credit program to support low- and moderate-income workers and families.
High Utilizer individuals	“High Utilizer” refers to individuals requiring a disproportionate percentage of resources of public services and resources, usually without measurable progress in their quality of life
Outreach and Navigation System	The “Outreach and Navigation System” is the term used by the City of Spokane to represent the regional homeless crisis response system.
Progressive Engagement	“Progressive engagement” is the practice of helping households end their homelessness as rapidly as possible with minimal financial

	and support resources. More support is applied to those households who continue to struggle to stabilize.
Rapid Rehousing	“Rapid re-housing” is a program to provide short-term rental assistance and services to help people obtain housing quickly, increase self-sufficiency, and stay housed.
Racially restrictive real estate covenant	“Racially restrictive real estate covenant” is a recorded covenant or deed restriction that includes or included racial restrictions on property ownership or use against protected classes that are unlawful under RCW 49.60.224.
Redlining	“Redlining” is a discriminatory and illegal practice where people living in a certain area or neighborhood are not given the same access to loans and other credit services as people in other areas or neighborhoods based on race, color, national origin, or some other discriminatory reason, regardless of their ability to repay the loan.
Severe Cost Burdened	“Severe Cost Burdened” is when a person’s monthly housing costs (including utilities) exceed 50% of their monthly income.
Working Families Tax Credit	The Washington Working Families Tax Credit is a refund of retail sales or use tax for low-to-moderate income Washington residents who meet eligibility requirements. The program is administered by the Washington State Department of Revenue.

Section 3. That there is adopted a new Section 18.05.070 of the Spokane Municipal Code to read as follows:

Section 18.05.070 Findings, Purpose, and Intent

- A. The City of Spokane finds that population growth and the demand to live in the city of Spokane, along with decades of underbuilding and restrictive land use and zoning practices, have led to a housing affordability crisis.
- B. The City of Spokane also finds that underlying historical injustices deepened by the COVID-19 pandemic have led to an unprecedented number of individuals facing behavioral health crises, economic insecurity, and barriers to housing and employment. Housing stability is fundamental to ensuring economic security and community safety.

- C. The City of Spokane recognizes that each person at risk of homelessness or suffering from homelessness requires a targeted and comprehensive response that ultimately leads to an exit from the homeless crisis response system to housing stability.
- D. The City of Spokane, through its limited powers enumerated in the Washington State Constitution and Washington state law, executes a comprehensive cross-sector/cross-agency, data-driven, and evidence-based regional approach to achieve housing stability, reduce and prevent homelessness, and ensure public health and safety:



- E. The City of Spokane finds that achieving the following key goals will improve housing stability and economic security, prevent residents from becoming homeless, and reduce the number of individuals currently suffering from homelessness:
1. Reducing the number of Spokane residents who are housing cost-burdened or severely cost-burdened;
 2. Growing the median household income to increase financial stability for all residents, especially ALICE households and those below the federal poverty line;
 3. Adding new housing units to the city's housing supply at all income levels, with an expansion of affordable housing options for the community's growing senior population and residents with disabilities;
 4. Expanding the city's homeownership rate, with a specific emphasis on increasing homeownership rates for people of color who have disproportionately been denied access to home mortgage financing and other homeownership opportunities; and
 5. Increasing the percentage of the city's population with health insurance to improve access to healthcare, including behavioral health and substance use treatment services.

Section 4. That there is adopted a new Section 18.05.080 of the Spokane Municipal Code to read as follows:

Section 18.05.080 H.O.M.E. Starts Here Initiative

The City of Spokane has identified the following strategic priorities to achieve housing stability, reduce and prevent homelessness, and ensure public health and safety:

A. Healthcare System

1. Prioritize access to quality behavioral health substance use disorder treatment services and coordinated case management that ends the cycle of “high utilizers” bouncing between the legal system, healthcare system, and homeless crisis response system.
2. Grow the City’s proven alternative response models, including the Spokane Fire Department’s CARES and alternative response teams, that meet individuals in crisis where they are and divert them from the legal system and emergency healthcare system to substance use treatment services or other appropriate options.
3. Collaborate with local educational institutions, non-profit organizations, and private-sector leaders to strengthen the service provider workforce by improving working conditions and eliminating the shortage of social workers, mental health counselors, and substance use outreach workers throughout the region.
4. Sustain the expanded street medicine partnership with local healthcare providers that provide primary care services to people experiencing homelessness to address wound care, foot care, referral coordination, resource navigation, and emergency services coordination.
5. Partner with Spokane County to leverage resources/relationships with local healthcare providers and institutions to build out a recovery campus where there is “no wrong door” for individuals in crisis.
6. Support the development of additional medication-assisted treatment services, sobering beds, culturally specific treatment services, and crisis relief and stabilization facilities.

B. Outreach and Navigation

1. Achieve a percentage of exits from the homeless crisis response system to permanent housing that is equal or better than the performance of top-performing homeless crisis response systems nationwide.

2. Execute a best-practice navigation center model that provides humane, referral-first, emergency housing to individuals based on their specific subpopulation and needs, using microsites geographically distributed throughout the region.
3. Expand and strengthen data-proven successful diversion and progressive engagement policies and programs that prevent homelessness, including rapid rehousing, emergency financial assistance, rental assistance, utility assistance, and eviction prevention.
4. Implement and maintain a performance-based project funding model and mobilize public, private, and non-profit resources to ensure taxpayers (a) invest in programs that verifiably achieve and exceed system targets and (b) witness the positive outcomes of those interventions.
5. Utilize high-quality data, including but not limited to By-Name Lists and mapping technology, to identify micro-locations for housing-focused street outreach that navigate individuals through the homeless crisis response system and eventually to permanent housing.

C. Multidisciplinary Engagement

1. Engage in problem-solving, place-based, and person-focused policing that proactively addresses the underlying social causes of crime, in collaboration with community partners, as demonstrated through the City's CORE Program and Neighborhood Resource Officer program.
2. Increase diversion of non-emergent police calls for service to other resources, such as behavioral health and substance use treatment professionals, so as to free up patrol officers to attend to other emergent calls.
3. Coordinate law enforcement, code enforcement, housing-focused outreach, and street medicine resources to quickly engage people experiencing homelessness to resolve and prevent unauthorized encampments and navigate individuals voluntarily into diversion programs, trauma-informed care, and permanent housing solutions.
4. Safeguard Community Justice Services programs and therapeutic courts that have a documented and proven history of reducing recidivism, including Community Court, Domestic Violence Intervention Treatment Court, Veterans' Enhanced Therapeutic Court, and the City/County Mental Health Court.
5. Partner with state and federal resources to detect, disrupt, and prosecute drug trafficking and serious narcotics offenses impacting residents and neighborhoods.

D. Economic Security

1. Reduce intergenerational poverty by leading regional economic development and workforce training efforts that grow and retain local businesses, improve economic competitiveness and readiness, and remove barriers to family-wage jobs that increase cash income and provide economic security through stable career paths.
2. Facilitate the building of all types of housing at all income levels through housing-focused zoning policies and innovative housing programs with an emphasis on enhancing:
 - (a) access to homeownership opportunities for first-time homebuyers and families that have been historically and disproportionately impacted by displacement, redlining, steering, racially restrictive real estate covenants, and zoning actions that have contributed to patterns of inequity; and
 - (b) accessible housing choices for fixed-income seniors and individuals with disabilities, especially affordable housing near transit lines.
3. Advance education efforts to improve awareness of and participation rates in earned benefit programs, such as the Working Families Tax Credit, Earned Income Tax Credit, Low Income Utility Credit program, and Senior Citizen Property Tax Exemption.
4. Advocate for the preservation and sustainability of critical state and federal programs that keep families economically secure, such as Social Security, Medicaid/Apple Health, Medicare, Supplemental Nutrition Assistance Program (SNAP)/Basic Food, Temporary Assistance for Needy Families (TANF), Low-Income Home Energy Assistance Program (LIHEAP), and the Housing Choice Voucher Program.
5. Bolster safe and cost-effective transportation choices that reduce commute times to school and employment opportunities and lessen the financial burden of transportation on households.

E. Accountability and Review

1. Commencing June 1, 2026, the city departments, as directed by the Mayor, shall publish a semi-annual report evaluating the implementation of the H.O.M.E. Starts Here initiative.
2. The City Council may hold public hearings to review findings from the semi-annual report and adjust funding, policy goals, and performance indicators as necessary to meet the objectives of this Chapter.

Section 5. That there is adopted a new Section 18.05.090 of the Spokane Municipal Code to read as follows:

Section 18.05.090 Guiding Plans, Documents and Principles

The City of Spokane will utilize the following formal plans and documents, as updated and amended from time to time, to guide the development and execution of policies and programs that meet the strategic priorities of this chapter:

- Comprehensive Plan for the City of Spokane
- City of Spokane Consolidated Plan – U.S. Department of Housing and Urban Development (HUD)
- City of Spokane Fair Housing Plan
- City of Spokane Housing Action Plan
- City of Spokane Sequential Intercept Map
- Spokane Regional Continuum of Care 2025-2030 5-year Strategic Plan to Prevent and End Homelessness
- Spokane Police Department Strategic Plan
- Spokane Region Comprehensive Economic Development Strategy (CEDS)
- Funding priorities in Section 08.07C.030 of the Spokane Municipal Code (1590 Funds)

Section 6. That Section 18.05.010 of the Spokane Municipal Code is repealed.

Section 7. That Section 18.05.030 of the Spokane Municipal Code is repealed.

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

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/05/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/1/2025

Clerk's File #

ORD C36692

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**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 ZZAPPONE KKLITZKE

Sponsoring at Administrators Request

NO

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

0520 ORDINANCE CODIFYING BEST PRACTICES FOR SITING AND ACTIVATION

Agenda Wording

An ordinance codifying best practices for siting and activation of inclement weather centers and emergency and transitional housing facilities.

Summary (Background)

This ordinance changes the requirements for inclement weather activation from a temperature measure to a heat index and wind chill measure, codifies best practices for siting and activation of inclement weather centers, as well as emergency and transitional housing facilities, and establishes a requirement and process for Good Neighbor Agreements between the City and shelter providers.

What impacts would the proposal have on historically excluded communities?

This proposal sets a requirement and outline a process for "Good Neighbor" agreements between the City of Spokane and shelter providers. This process will facilitate communication between stakeholders, including neighborhood councils, immediately adjacent business owners, the City and providers.

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?

The City tracks data through HMIS which is comprised of a diverse range of service providers and organizations located throughout Spokane County, with the collective goal of addressing the social service needs of our most vulnerable citizens. The HMIS links the dozens of participating social service providers, allowing for the close coordination and comprehensive data needed to address complex and systemic challenges in our community, such as homelessness, racial inequality, and healthcare.

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

This takes into account things like humidity, wind chill, and how hot or cold the weather feels. This is a much better indicator of inclement weather than a simple temperature activation measure.

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 ordinance aligns with the City's Comprehensive Plan and Title 17 of the Spokane Municipal Code.

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>	GBYRD		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
Distribution List			

ORDINANCE NO C36692

An ordinance codifying best practices for siting and activation of inclement weather centers and emergency and transitional housing facilities; adopting new Section 02.04.045; amending Sections 02.04.020, 12.05.005, 12.05.062, 12.05.063; and repealing Sections 18.05.010 and 18.05.020 of the Spokane Municipal Code.

WHEREAS, inclement weather centers for the protection of vulnerable and unhoused individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies and;

WHEREAS, the City Council has previously passed resolutions stating the guidelines and triggering conditions for the activation of inclement weather centers in the City of Spokane, noting that inclement weather conditions can create an extreme danger for people without shelter in Spokane and puts a great strain on service providers; and

WHEREAS, consistent with its prior resolutions, and consistent with community and stakeholder input, the City Council intends to codify the City's policies with respect to protections for unhoused and unsheltered people, as well as allocation of resources for such services; and

WHEREAS, the City Council finds that gaps in shelter and services have been a recurring problem during extreme heat, cold, and poor air quality events, in addition to the continuous public health and safety problems in our community; and

WHEREAS, the City Council also finds that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function no less than is the provision of water, wastewater, police, fire, and emergency medical services; and

WHEREAS, the City Council allocated in the biennium budget \$2,000,000 for the activation of inclement weather centers; and

WHEREAS, the City Council finds that adequate inclement weather centers can be cost-effectively provided within existing City resources to those actually seeking shelter without providing capacity for every vulnerable and unsheltered individual within the City, since not all individuals seek out shelter at inclement weather centers; and

WHEREAS, recodifying existing shelter requirements for inclement weather from Chapter 18.05 of the Spokane Municipal Code to Chapter 02.04 is more consistent with the City's response to emergency conditions; and

WHEREAS, the City of Spokane is implementing the best practice strategy of locating emergency housing facilities serving vulnerable individuals and families throughout the city through a "scattered site" model; and

WHEREAS, the City Council supports the decentralized and "scattered site" approach to delivery of emergency housing services; and

WHEREAS, the City Council recognizes that the success of each emergency housing facility hinges on to the public health and safety of the community of which it is a part; and

WHEREAS, almost exactly two years ago, the Spokane City Council adopted Ordinance C36239 regarding the siting of City-owned facilities, including shelters, observing at the time:

.... public input, collaboration, and cooperation are all critical to the successful process of locating basic City facilities, to ensure that neighborhoods obtain all the benefits of basic city facilities while mitigating the detrimental impacts of those facilities; and

.... members of our community, regardless of where they live, their race, ethnicity, socio- economic status, or any other characteristic, deserve to have the benefit of open, collaborative and transparent interactions with their local government, particularly when it comes to decisions to locate or relocate basic city facilities in their neighborhoods; and

WHEREAS, the City's Comprehensive Plan, adopted pursuant to Title 17B of the Spokane Municipal Code, states that "special needs housing facilities" are to be evenly dispersed throughout all of the city's neighborhoods; and

WHEREAS, Ordinance C36239, now codified as SMC Sections 12.05.062 and 12.05.063, requires public outreach and "good neighbor agreements" before siting of city-owned shelters; and

WHEREAS, the best practice "scattered site" model amounts to an expansion of city-funded emergency housing facilities for vulnerable individuals and families but are

not necessarily “City-owned” shelters or related facilities, and SMC sections 12.05.062 and 12.05.063 currently do not apply to facilities not owned by the City but that are otherwise funded in part or in whole by the City

WHEREAS, the administration and City Council wish to affirm, in the Spokane Municipal Code, the commitment to and current practice of thoughtful siting of city-owned and city-funded shelters and facilities;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. That Section 02.04.020 of the Spokane Municipal Code is amended to read as follows:

Section 02.04.020 Definitions

When used in this chapter, the following words, terms and phrases, and their derivations, shall have the meanings ascribed to them in chapter 38.52 RCW and this section, except where the context clearly indicates a different meaning:

- A. “Civil emergency” means a riot, unlawful assembly, insurrection, enemy attack, sabotage, acts of terrorism or other hostile action; or a natural or human caused disaster, including, but not limited to, fire, flood, storm, explosion, earthquake, volcanic disturbance or other natural cause.
- B. “Executive head” means the person designated by the City in conformity with state law and this chapter as the head of the city government for emergency management and disaster preparedness purposes pursuant to chapter 38.52 RCW.
- C. “Heat Index” means the apparent temperature, which is an accurate measure of how hot it feels when the relative humidity is added to the actual air temperature and is a measure of this effect, as predicted by the National Weather Service, Forecast Office Spokane, Washington.
- D. “Wind chill” means the apparent temperature where the factor at which increased wind speeds accelerate heat loss from exposed skin and is a measure of this effect, as predicted by the National Weather Service, Forecast Office Spokane, Washington.
- E. “Inclement weather centers” means one or more temporary shelters operated and/or funded by the City that are activated when the weather conditions set forth in SMC 02.04.045 occur or are expected to occur, and identified in the city’s inclement weather plan.

Section 2. That there is adopted a new Section 02.04.045 of the Spokane Municipal Code to read as follows:

Section 02.04.045 Inclement Weather Centers

- A. The City may establish inclement weather centers, regardless of the declaration of a civil emergency, when necessary to protect vulnerable individuals and families from extreme cold, extreme heat, poor air quality conditions, and severe weather events.
- B. Consistent with prior budget appropriations, the City shall establish inclement weather centers based on the following criteria:
 - 1. Any days during which the wind chill is forecasted by the National Weather Service (Spokane) to be thirty-two (32) degrees Fahrenheit or lower.
 - 2. Any days during which the heat index is predicted by the National Weather Service to be 95 (ninety-five) degrees Fahrenheit or higher for two (2) consecutive days or more.
 - 3. Any day when the Spokane Regional Clean Air Agency forecasts the current air quality index to reach 201 or higher.
 - 4. Any day in which an extreme storm or weather condition exists or is predicted to occur and which, in the determination of the Mayor or the Mayor's designee, poses a severe threat to the health or safety of vulnerable and unsheltered individuals and families in the city of Spokane.
- C. The Community, Housing, and Human Services ("CHHS") Department, in coordination with the City of Spokane's Director of Emergency Management, shall issue either a request for proposals, notice of funding availability, or both, no later than August 1 of each biennium or annually to establish specific locations to be used as inclement weather centers.
- D. The Community, Housing, and Human Services ("CHHS") Department, in coordination with City of Spokane Director of Emergency Management, shall publish and disseminate an annual inclement weather plan no later than September 30, designating specific locations to be used as inclement weather centers.

- E. Nothing shall prohibit the City from extending the hours of operation, increasing the activation threshold for warming centers, or lowering the activation threshold for cooling centers and clean air centers.
- F. Absent declaration of a civil emergency pursuant to this Chapter, the award and execution of contracts to operate and/or fund inclement weather centers shall be pursuant to Title 7 of the Spokane Municipal Code and the timelines set forth in this section.

Section 3. That section 12.05.005 of the Spokane Municipal Code is amended to read 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 city-funded facilities providing emergency shelter or transitional housing; and community centers. ~~((Provided that,))~~ For purposes of this chapter, 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. “City-funded” facility with respect to an individual facility means a facility receiving \$50,000 in the aggregate in any calendar year from the City, directly or indirectly, including but not limited to the general fund expenditures, special revenue or tax funds, and grants, and including any funds for which the city is a fiscal or pass-thru agent. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.

F. "Emergency shelter" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.

((E)) G. "Federal civil immigration enforcement operations" means an operation than has one of its objectives the identification or apprehension of a person or persons in 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

H. "Good neighbor agreement" means a supplemental written agreement as part of a City contract with a provider or operator to foster communication and collaboration among parties associated with the emergency shelter or transitional housing facility, which contains the following framework:

1. Establishment of a good neighbor communication team shall consist of the following stakeholders, each of whom commits to the requirements of the agreement:
 - a. Representative(s) of the operator of the emergency shelter or transitional housing facility; and
 - b. Representative(s) from the City's Community, Housing, and Human Services (CHHS) Department; and
 - c. A representative from the City's Office of Neighborhood Services;
2. The good neighbor communication team may include any of the following, each of whom commits to the requirements of the good neighbor agreement and to the terms of the executed Good Neighbor Agreement as conditions to participation on the communications team:
 - a. A resident of the emergency shelter or transitional housing subject to the Good Neighbor Agreement;

- b. The council chair or designee of the neighborhood council representing the geographic area where the facility is located;
 - c. Property owners, residents, and tenants residing or operating a business immediately adjacent to the facility;
 - d. The Spokane Police Chief or his/her designee;
 - e. A member or staff employee of the City Council;
 - f. A representative from the City's Code Enforcement and Parking Division; and
 - g. A representative from the local school district if school-age children are expected to be served.
3. A requirement that the communication team establish and maintain regular points of contact for communications on a seven-day, 24-hour basis, including name(s), telephone number(s), electronic mail address(es) and other means of communication to address any public health and safety issues arising from the operation of the facility.
 4. A designated point-of-contact ensuring a shelter availability website is updated in coordination with the Community, Housing, and Human Services (CHHS) Department.
 5. A commitment of the good neighbor communication team to attend, upon reasonable advance notice and request, meetings of the neighborhood council representing the geographic area where the facility is located.
 6. The executed agreement shall include specified remedies and methods of dispute resolution in the event there is a breach of the terms of the Good Neighbor Agreement.

((F)) I. "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)) J. "Nonpublic" means any area of a ((city)) 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)) City employee or an employee of a tenant in a ((city)) City facility on an individual basis. Areas posted as “Restricted” in City facilities shall be considered to be non-public areas.((H)) K. “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.

K. “Transitional housing” means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living. The term does not include transitional housing with fewer than twenty residents.

((H)) L. “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.

((K)) M. “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.

((L)) N. “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 4. That section 12.05.062 of the Spokane Municipal Code is amended as follows:

Section 12.05.062 Siting of Basic City Facilities – Process

A. Prior to locating a Basic City Facility, or prior to locating a new city-owned or contracting for a city-funded emergency shelter or transitional housing, the ((I)) City shall ~~((undertake the following public process. -~~

~~1. Convene))~~ convene at least one public community meeting or open house and solicit written comment from members of the affected neighborhood council area(s) concerning the need(s) for the facility and the service(s) desired or required by the community, as well as identified service gap(s) to be addressed by the facility.

~~((2. Publish any alternative locations considered for the proposed new or relocated Basic City Facility, to enable the residents of the affected neighborhood(s) of the relative merits and compliance with SMC 12.05.063 of each proposed alternative location and solicit comment on the proposed alternative locations in at least one open public meeting held in the affected neighborhood(s).))~~

~~((B. The Spokane City Council's Equity Subcommittee shall review all responsive proposals and make a recommendation to the City Council based on at least the following criteria, to be given equal weight:~~

- ~~1. effective demonstrably needed service to impacted neighborhood residents;~~
- ~~2. responsiveness of the location to the demonstrated needs of the residents of an impacted neighborhood; ((and))~~
- ~~3. financial sustainability of the location;))~~

B. Siting of any new or relocated city-funded Basic City Facility providing emergency shelter or transitional housing shall be consistent with the "special needs temporary housing" provisions of the City's approved comprehensive plan, as adopted pursuant to Title 17B of the Spokane Municipal Code, as such plan may be amended from time to time. In particular, siting shall place primary emphasis on satisfying the directive in the comprehensive plan to ensure that special needs housing facilities are evenly dispersed throughout all of the city's neighborhoods.

C. City services shall not be provided at ((the)) a Basic City Facility location unless the City Council has approved the location or relocation of a Basic City Facility. This subsection C shall not apply to the siting of city-funded facilities providing emergency shelter or transitional housing.

D. The requirements of this section shall not apply to Basic City Facilities sited before the effective date of this section.

Section 5. That Section 12.05.063 of the Spokane Municipal Code is amended as follows:

Section 12.05.063 Basic City Facilities – Criteria

A. The following criteria shall be met before any decision to place a new or relocated Basic City Facility can be made:

1. For police precincts, the chosen location shall:
 - a. be visible to the public in a frequently-traveled location;

- b. provide access for the public to onsite services and for officers responding to reports of crime;
 - c. be located within high visibility of patrol cars, foot and bicycle community policing patrols; and
 - d. provide adequate space and facilities for co-deployed services and reception provided through mutual agreement with Spokane C.O.P.S.
- 2. For utility facilities:
 - a. the location must be designed to minimize conflicts with traffic to the extent consistent with efficient operations.
 - b. the location must be designed and operated to minimize noise, odor, dust, or other negative impacts due to the operation of the facility to the extent consistent with efficient operations.
- 3. For city-owned (~~((homeless shelters))~~) and city-funded Basic City Facilities providing emergency shelter or transitional housing:
 - a. the location shall not be located within (~~((three blocks))~~) 1000 feet of schools measured from the property line of the school to the property line of the Basic City Facility unless the facility is also serving school-age children;
 - b. the location must be accessible by public transportation; and
 - c. a good neighbor agreement must be executed and in place (~~((between the shelter provider and the surrounding businesses and the applicable neighborhood council)).~~
- 4. Nothing in sections 12.05.062 and 12.05.063 of this Chapter 12.05 shall be construed to restrict or regulate the siting or location of any emergency shelter or transitional housing in a manner inconsistent with state law, local development regulations, or a local or state emergency declaration.
- 5. The requirements of this section shall not apply to Basic City Facilities sited before the effective date of this section; provided, any current or new facility providing emergency shelter or transitional housing shall comply with subsection 3.c as a condition of award of a new City grant or contract.

Section 6. That Section 18.05.010 of the Spokane Municipal Code is repealed.

Section 7. That Section 18.05.020 of the Spokane Municipal Code is repealed.

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

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/05/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/2/2025

Clerk's File #

ORD C36693

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**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)

ZZAPPONE KKLITZKE PDILLON

Sponsoring at Administrators Request

NO

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

0520 ORDINANCE REGARDING OBSTRUCTING ACCESS TO AND

Agenda Wording

This ordinance streamlines the Spokane Municipal Code while preserving the principles of existing laws regarding Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individual Camps (SMC 12.02.10111).

Summary (Background)

Feedback from roundtables, service providers, law enforcement, business leaders, property owners, and neighborhood leaders indicates that the current patchwork of public property ordinances lacks clarity and is inadequate in addressing the underlying causes of the conduct. The City of Spokane has a responsibility to uphold the intent of voters while implementing ordinances that are not only clear and an effective tool for law enforcement, but also prioritize connecting individuals subject to enforcement with proven, evidence-based solutions. This ordinance evolves the City's approach to engage individuals camping or obstructing access to public properties with navigation to emergency shelter or permanent housing solutions, or other resources. This ordinance creates a unified policy with clear standards applicable citywide while preserving the principles of existing laws regarding Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individual Camps (SMC 12.02.10111).

What impacts would the proposal have on historically excluded communities?

This ordinance creates clear standards for conduct on public property that are applicable citywide.

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

Data is collected and reported through a multi-departmental approach, including the Spokane Police Department, Community, Housing, and Human Services Department, Spokane Fire Department, and Code Enforcement. Data on the implementation of this ordinance will be reported at regularly scheduled City Council Public Safety Committee meetings.

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

Data is collected and reported through a multi-departmental approach, including the Spokane Police Department, Community, Housing, and Human Services Department, Spokane Fire Department, and Code Enforcement. This ordinance will be evaluated as part of biannual review of the H.O.M.E. Starts Here Initiative.

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 ordinance streamlines existing conduct on public property laws while preserving the principles of existing laws in the Spokane Municipal Code regarding Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individual Camps (SMC 12.02.10111)

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>	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			

ORDINANCE NO. C36693

An ordinance regarding obstructing access to and unauthorized camping upon public property; repealing Sections 10.60.010, 10.60.020, 12.02.1002, 12.02.1010, and 12.02.1011; amending Section 12.02.1002; and adopting new Sections 12.02.1001, 12.02.1007, and 12.02.10075 of the Spokane Municipal Code.

WHEREAS, feedback from roundtables, service providers, law enforcement, business leaders, property owners, and neighborhood leaders indicates that the current patchwork of public property ordinances lacks clarity and is inadequate in addressing the underlying causes of the conduct; and

WHEREAS, Spokane Police Officers need a straightforward tool with a clear standard for engaging, educating, and helping navigate individuals camping or obstructing access to public property to appropriate resources through an engagement-first and enforcement-second model; and

WHEREAS, prosecutors, defenders, and judges need clear standards to hold individuals accountable while protecting the rights of individuals subject to enforcement; and

WHEREAS, the City of Spokane has a responsibility to uphold the intent of voters while implementing ordinances that are not only clear and an effective tool for law enforcement, but also prioritize connecting individuals subject to enforcement with proven, evidence-based solutions; and

WHEREAS, in June of 2024, the U.S. Supreme Court issued its decision in City of Grants Pass v. Johnson, resulting in the ruling that local governments imposing civil and criminal penalties for camping on public land do not violate the Eighth Amendment; and

WHEREAS, regardless of the Grants Pass ruling, the City continues its efforts to assist those living unhoused within the community achieve temporary and permanent housing solutions; and

WHEREAS, the City is adopting this ordinance to evolve its approach to engage individuals camping or obstructing access to public properties with navigation to emergency shelter or permanent housing solutions, or other resources; and

WHEREAS, the City intends to establish intentional laws with clear standards for conduct on public property that are applicable citywide; and

WHEREAS, the City of Spokane seeks to streamline the Spokane Municipal Code while preserving the principles of existing laws regarding Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individual Camps (SMC 12.02.10111).

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 10.60.010 of the Spokane Municipal Code is repealed.

Section 2. That Section 10.60.020 of the Spokane Municipal Code is repealed.

Section 3. That there is adopted a new Section 12.02.1001 of the Spokane Municipal Code to read as follows:

Section 12.02.1001 Definitions

Term	Definition
Camp	Camp means to: 1. pitch, erect, occupy, or utilize camp equipment for the purposes of creating an outdoor accommodation for overnight shelter; or 2. to use a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes, or for the purpose of remaining overnight.
Camp Equipment	Camp Equipment includes but is not limited to tents, huts, temporary shelters, campers, recreational vehicles, trailers, tarpaulins, cots, beds, sleeping bags, hammocks, cooking facilities, or similar equipment.
Compliance	Compliance means to take substantial affirmative action to cease knowingly obstructing access to or use of public property.
Encampment	Encampment means a site on public property where one or more individuals or groups of persons temporarily reside outdoors with camp equipment.
First Responder	First Responders mean firefighters, law enforcement officers, and emergency medical personnel, as licensed or certificated by the State of Washington.
Knowingly Obstruct	Knowingly Obstruct means to: 1. Walk, stand, sit, lie, or place an object in such a manner as to impede the free passage of a person or vehicle or to require another person or a driver of a

	<p>vehicle to take action to avoid physical contact; or</p> <p>2. Camp in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit.</p>
Park or Park Facility	<p>Park or Park Facility means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands, conservation lands, and natural areas, shall be considered to be a “park facility” for purposes of this chapter.</p>
Public Property	<p>Public Property means any City-owned property including but not limited to parks or park facilities, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City.</p>
Right-of-Way	<p>Right-of-Way means any street, avenue, boulevard, highway, sidewalk, alley, passageway, viaduct, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.</p>

Section 4. That Section 12.02.1002 of the Spokane Municipal Code is repealed.

Section 5. That there is adopted a new Section 12.02.1007 of the Spokane Municipal Code to read as follows:

Section 12.02.1007 Obstructing Access to or Use of Public Property

- A. A person shall not knowingly obstruct access to or use of public property unless authorized by a local or state emergency declaration or pursuant to a permit.

- B. A person shall not camp in or upon public property unless authorized by a local or state emergency declaration or pursuant to a permit.
- C. The following shall not be considered camping or knowingly obstructing access to and use of public property:
1. Acts committed as a valid exercise of one's constitutional rights, which incidentally obstruct access to and use of public property to exercise that right;
 2. Summoning aid for an emergency;
 3. Obstructing access as a result of a sensory, mental, or physical disability;
 4. Obstructing access as a result of using a wheelchair, walker, or similar device;
 5. Operating or patronizing a licensed and permitted commercial establishment conducted on public property or waiting in a line to purchase tickets or attend a performance or public event, or to gain entry to a business or non-profit adjacent to public property;
 6. Participating in or attending a parade, festival, block party, performance, rally, demonstration, athletic event, meeting, or similar event conducted on public property pursuant to a special event or other applicable permit; or
 7. Resting while waiting for transportation or resting on a chair, bench, parklet, sidewalk café, or streetery supplied by a public agency or by the abutting private property owner or lessee for that purpose pursuant to a permit or license.
- D. A violation of this section is a misdemeanor.
- E. A person who complies after being notified by a Spokane Police Officer that their conduct violates this section shall not be subject to enforcement under this section. A person who initially complies but subsequently violates this section during the same law enforcement interaction may be subject to enforcement.
- F. A person engaged by a Spokane Police Officer for conduct in violation of this section, who is offered and accepts from a first responder or City-designated outreach provider, navigation and relocation assistance to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility shall not be subject to enforcement under this section.

G. A person seeking additional time or assistance in complying with this section shall be accommodated to the extent practicable.

H. It is the intent of the City that a person subject to enforcement under this section be referred to a therapeutic court.

Section 6. That there is adopted a new Section 12.02.10075 of the Spokane Municipal Code to read as follows:

Section 12.02.10075 Integrated Outreach | Encampment Removal and Prevention

A. A notice shall be posted up to seven (7) days prior to a citation issued under SMC 12.02.1007(B) so that the Spokane Homeless Outreach Team or a City-designated service provider may offer navigation and relocation assistance to services including but not limited to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility.

B. A notice shall not be required to remove an unauthorized encampment when there is a reasonable belief that there is a significant risk to life, public health or safety, or public property.

C. The City shall establish and maintain administrative policy and procedures that integrate housing-focused outreach and behavioral health services with the removal and prevention of encampments on public property while protecting the personal property rights of individuals subject to enforcement under this section.

Section 7. That Section 12.02.1010 of the Spokane Municipal Code is repealed.

Section 8. That Section 12.02.1011 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:** Public Safety **Date:** 05/05/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/2/2025

Clerk's File #

ORD C36694

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**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)

ZZAPPONE

Sponsoring at Administrators Request

NO

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

0520 AN ORDINANCE REGARDING AGGRESSIVE SOLICITATION

Agenda Wording

This ordinance would recodify the existing prohibition on aggressive solicitation separately in a new section under SMC Chapter 10.60 if the existing Pedestrian or Vehicular Interference is repealed as a result the of the adoption of the obstructing access to and unauthorized camping upon public property ordinance that would streamline the Spokane Municipal Code regarding conduct on public property while preserving the principles of existing laws regarding Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individuals Camps (SMC 12.02.10111).

Summary (Background)

There is a separate ordinance proposal regarding obstructing access to and unauthorized camping upon public property that would streamline the Spokane Municipal Code regarding conduct on public property while preserving the principles of existing laws regarding Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individuals Camps (SMC 12.02.10111). Aggressive solicitation is regulated under SMC 10.60.010 - Pedestrian or Vehicular Interference. This ordinance will recodify the existing prohibition on aggressive solicitation separately in a new section under SMC Chapter 10.60 pending adoption of the proposed obstructing access to and unauthorized camping upon public property ordinance.

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

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			

ORDINANCE NO. C36694

An ordinance regarding aggressive solicitation; adopting new Sections 10.60.005 and 10.60.015 of the Spokane Municipal Code.

WHEREAS, proposed Ordinances C36679 and C36693, if either is adopted, will streamline the Spokane Municipal Code regarding conduct on public property while preserving the principles of existing laws, including Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individuals Camps (SMC 12.02.1011); and

WHEREAS, aggressive solicitation currently is regulated under SMC 10.60.010 – Pedestrian or Vehicular Interference, and such conduct would not be regulated if Ordinance C36693 is adopted; and

WHEREAS, this ordinance, if adopted, recodifies the existing prohibition on aggressive solicitation in a new section under SMC Chapter 10.60;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Section 10.60.005 of the Spokane Municipal Code to read as follows:

Section 10.60.005 Definitions

<u>Term</u>	<u>Definition</u>
Aggressive solicitation	Aggressive solicitation means to solicit anything of value and intentionally engage in conduct that would likely intimidate a reasonable person, including but not limited to touching, following, persistently soliciting anything of value after being refused, using violent or threatening language or gestures, or taking similar actions to induce compliance with the solicitation.
Solicit	Solicit and all derivative forms of “solicit” means to:

	<p>a. ask, beg, or plead, whether orally, non-verbally, or in a written or printed manner, for the purpose of immediately receiving contributions, alms, charity, or gifts of items of value for oneself or another person; or</p> <p>b. either orally, non-verbally or in a written or printed manner, to sell or offer for immediate sale goods, services or publications; or</p> <p>c. to distribute without remuneration goods, services, or publications; or</p> <p>d. to solicit signatures on a petition or opinions for a survey.</p>
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Section 2. That there is adopted a new Section 10.60.015 of the Spokane Municipal Code to read as follows:

Section 10.60.015 Aggressive Solicitation

- A. No person shall engage in aggressive solicitation in the city of Spokane, as defined in SMC 10.60.005.
- B. A violation of this section is a misdemeanor.
- C. This section shall not apply to any conduct that is constitutionally protected speech.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors

or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/05/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/24/2025

Clerk's File #

ORD C36695

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**Submitting Dept**

FIRE

Bid #**Contact Name/Phone**

LANCE DAHL (509)625-7005

Requisition #**Contact E-Mail**

IDAHL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

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

1970 FIRE - SMC FIRE CODE UPDATE

Agenda Wording

Spokane Municipal Code fire code update and changes.

Summary (Background)

With the adoption of the 2021 International Fire Code there are some needed permit options needed in the Spokane Municipal Code. We are also adjusting some more stringent Spokane fire alarm standards to be in line with the Washington State Fire Code as adopted. These mainly pertain to Assembly occupancy's in buildings with Fire Sprinklers. We are correcting a High-rise height from 55ft in the Spokane Municipal Code to 75 feet as in the Washington State Standard. There are also some fee adjustments for multi-family housing, buildings located in a single complex (combined gross square footage) lowering the overall fee. There is also an adjustment to a smaller flat rate for solar fees as related to non-commercial installations.

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

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
With the adoption of the 2021 International Fire Code there are some needed permit options needed in the SMC. We are also adjusting some more stringent Spokane fire alarm standards to be in line with the Washington State Fire Code as adopted.			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
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?			
Yes			
<u>Expense Occurrence</u>		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	GBYRD		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
<u>Distribution List</u>			

ORDINANCE NO. C36695

An ordinance relating to the fire code; amending SMC sections 08.02.034, 08.02.0615, 17F.080.010, 17F.080.030, 17F.080.110, 17F.080.270, 17F.080.330 and 17F.080.480.

The City of Spokane does ordain:

Section 1. That SMC section 08.02.034 is amended to read as follows:

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in SMC 17A.020.030, including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty-eight dollars.
2. Installation of above ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: two hundred seventy-six dollars.
 - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy-six dollars.

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT (Valuation)	PERMIT FEE	PLAN CHECK FEE
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50

\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2,047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows:		
Permit Fee: Valuation multiplied by 0.0165		
Plan Check Fee: 65% of permit fee.		

2. Fees apply to an initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, it will deemed to be invalid and the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars. Where revisions increase the value of the work, the permit fee will be modified to the new total value.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
 - a. sprinkler systems,
 - b. standpipe systems (wet or dry),
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,
 - f. spray booths, and
2. Nineteen dollars for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

1. The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Commercial ((B))building and multi-family building inspections will be charged according to the total area for each building ((area)) per the table below:

	Building Area (sq. ft.)*	Fee
A		

4/22/25

	0 – 1,500	
B	1,501 – 3,000	
C	3,001 – 5,000	
D	5,001 – 7,500	
E	7,501 – 10,000	
F	10,001 – 12,500	\$((44))<u>105</u>
G	12,501 – 15,000	
H	15,001 – 17,500	
I	17,501 – 20,000	
J	20,001 – 30,000	
K	30,001 – 40,000	\$202
L	40,001 – 50,000	
M	50,001 – 60,000	
N	60,001 – 70,000	
O	70,001 – 100,000	

P	100,001 – 150,000	\$512
Q	150,001 – ((200,000))<u>250,000</u>	
R	((Over 200,000))<u>250,001-500,000</u>	<u>\$673</u>
<u>S</u>	<u>Over 500,000</u>	<u>\$838</u>

* Effective January 1, 2026: Multifamily buildings are allowed to use the total combined area of the buildings in the contiguous complex for this table.

2. If a building has not received violations following 2 review cycles, the fee can be reduced by 15%.

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

- F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

G. Solar Photovoltaics.

Solar photovoltaic permits be assessed at ((20% of the Chart A valuation)) an hourly rate of one hundred five dollars (with a minimum of 1 hour) for plan review and inspection.

SMC 8.02.0615	
Fire Code – Annual Fees	
Inspection	Annual Fees

<u>Additive Manufacturing</u>	<u>\$210.00</u>
Aerosol Products (aggregate level 2 or 3, <u>aerosol cooking spray or plastic aerosol 3</u> in excess of five hundred pounds) Manufacture, Store, Handle	\$210.00
Automobile Wrecking Yard	\$294.00
Aviation Facilities	\$210.00
Energy Storage Systems regulated in ((Battery Systems (having electrolyte capacity in excess of amounts listed in 2006)) IFC section ((608)) 1207) Installation or Operation	\$210.00
Carbon Dioxide Systems – Operational Over 100 lbs.	\$210.00
Combustible Dust-producing Operations	\$210.00
Combustible Fiber Storage and Handling (in excess of one hundred cubic feet)	\$294.00
Combustible Storage – Miscellaneous (storage in excess of two thousand five hundred cubic feet gross volume of combustible empty packing cases, boxes, barrels, or similar containers, rubber tires, rubber, cork, or similar combustible material)	\$294.00
Compressed gas Storage, Use, and Handling (in excess of quantities listed in ((2006)) IFC table ((405.6.8)) <u>105.5.9</u>)	\$210.00
Covered Mall Buildings	\$210.00
Cryogen Production, Storage, Transport, Use, Handling, or Dispensing (in excess of quantities listed in ((2006)) IFC table ((405.6.10)) <u>105.5.11</u>)	\$210.00
<u>Cutting and Welding</u>	<u>\$210.00</u>
Dry Cleaning Operation Excluding Facilities Used as Holding/Storage of Dry-cleaned Goods	\$210.00

Explosives, Explosive Materials, Fireworks or Pyrotechnic Special Effects, Small Arms Ammunitions (reference ((2006)) chapter 33 IFC and chapter 10.33A SMC) Manufacture, Storage, Possession, Handling, Use, Discharge (other than public display that requires fire department staging during the display), or Sale	\$210.00
Fireworks (public display that requires fire department staging during the display as determined by the fire official)	\$357.00
<u>Flammable and combustible Liquids</u>	<u>\$210.00</u>
Fruit and Crop Ripening Facility or Conduct a Fruit Ripening Process Using Ethylene Gas	\$210.00
Fumigation (engage in the business of fumigation or thermal insecticide fogging, or to maintain a fumigation room where a toxic flammable fumigant is used)	\$210.00
Hazardous Materials Storage, Transportation on Site, Dispensing, Use, or Handling (in excess of amounts listed in ((2006)) IFC table ((105.6.20)) 105.5.22)	\$210.00
<u>Hazardous Production Materials (HPM)</u>	<u>\$210.00</u>
High-piled Combustible Storage Area (in excess of five hundred square feet)	\$294.00
Hot Work Operations	\$210.00
Industrial Oven (reference ((2006)) chapter ((24)) <u>30</u> IFC)	\$210.00
Lumber yard and Woodworking Plants for the Storage or Processing of Lumber Exceeding One Hundred Thousand Board Feet	\$294.00
<u>LP-Gas</u>	<u>\$210.00</u>
Magnesium Work (melt, cast, heat treat, or grind more than ten pounds)	\$210.00
Miscellaneous Combustible Storage (in excess of two thousand five hundred cubic feet)	\$294.00

Mobile Food Preparation Vehicles – Operational	\$105.00
Open Flames and Candles in Association with Dining or Drinking Establishments that have a Maximum Occupant Load Under Fifty (Open flames and candles associated with public assembly areas are listed as a related activity on the “place of assembly” permit. Reference SMC 8.02.0615(Y))	\$210.00
Open Flames and Torches (to remove paint with a torch or to use a torch or open-flame device in a hazardous fire area)	\$210.00
Organic Coating Manufacturing Operation (producing in excess of one gallon per day)	\$210.00
Place of Assembly – Operation: Place of Public Assembly having a Capacity from Fifty to less Than Three Hundred Persons	\$210.00
Place of Assembly – Operation: Place of Public Assembly having a Capacity from Three Hundred to Less Than One Thousand Persons	\$378.00
Place of Assembly – Operation: Place of Public Assembly having a Capacity from One Thousand Person Up Capacity	\$378.00
Place of Assembly – Liquid- or Gas-fueled vehicles or Equipment in an Assembly Building	\$210.00
<u>Place of Assembly – Operation: Outdoor Event having a Capacity exceeding One Thousand Persons</u>	\$378.00
<u>Plant Extraction Systems – Operation: Use of Plant Extraction System</u>	\$210.00
Pyroxylin Plastics (cellulose nitrate) Storage or Handling (in excess of twenty-five pounds) or to Store, Handle, or Use Cellulose Nitrate Film in a Group A Occupancy	\$294.00
Radioactive Materials	\$210.00
<u>Refrigeration (mechanical) Unit/System Regulated by ((2006)) Chapter 6 IFC</u>	\$210.00
Reinspections and Safety Inspections	\$105.00
Reinspection and Safety Inspections: Safety Inspection for a Temporary Amusement Building that is Not Permanent or Mobile	\$378.00
Repair Garages and Motor Fuel-Dispensing Facilities	\$210.00

Rooftop Heliports	\$210.00
Special Amusement Building (to operate a permanent or mobile special amusement building) (Buildings or structures used as temporary amusement facilities are viewed as a “special event” and are addressed under the safety inspection permit.)	\$210.00
Special Event (other fire code permits may also be required depending on the regulated hazards)	\$210.00
Spraying or Dipping Application of Flammable or Combustible Finishes (liquids or powders) for Floor Finishing or Surfacing Operations (to apply flammable or combustible finishes, coatings, and treatments [in excess of three hundred fifty square feet])	\$210.00
Storage of Scrap Tires, Tire Byproducts, and Indoor Storage of Tires	\$210.00
Temporary Membrane Structures (tents in excess of two hundred square feet, canopies in excess of seven hundred square feet, air supported structures)	\$210.00
Tire Rebuilding Facilities	\$210.00
Waste Handling (junk yards and waste material handling facilities)	\$210.00
Wood Products	\$294.00

Section 2. That SMC section 8.02.0615 is amended to read as follows:

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

Section 17F.080.010 Adoption of International Fire Code

A. The Washington State current amended edition of the International Fire Code (IFC) and related standards, published by the International Code Council, as modified by this title, is the fire code of the City of Spokane except as otherwise provided.

B. The following amendments are made to the International Fire Code:

1. Section 101.1 is modified to read as follows:

a. Title.

These regulations shall be known as the fire code of the City of Spokane, hereinafter referred to as “this code.”

2. Section 112.4 is modified to read as follows:
 - a. Violation Penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements, thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate used under provisions of this code shall be subject to a Class I Civil Infraction or the provisions of chapter 1.05 SMC. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Section 11((2))3.4 is modified to read as follows:
 - a. Failure to Comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a Class one civil infraction or penalties identified in chapter 1.05 SMC.

4. IFC Sections 503.1((-1,)) 503.1.2, 503.1.3, 503.2, 503.3, and 503.4 are adopted as published. Section 503.1.1 is adopted and revised as follows:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction prior to the delivery of combustible construction materials to the site. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200 feet (60 960 mm) of all portions of the facility and all portions of the *exterior walls* of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

Exceptions:

1. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 the distance shall extend to 240 feet.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
3. There are not more than two Group R-3, IRC, or Group U occupancies.

4. Where approved by the *fire code official*, fire apparatus access roads shall be permitted to be exempted or modified for:

- a). ~~((s))~~ Solar photovoltaic power generation facilities.
- b). Additions of 200 square feet or less to existing non-conforming residential code buildings.

5. Chapter 56 is amended with chapter 10.33A SMC.

6. Section 903.2.11.5 is revised to read:

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

7. Section 904.2.2 is revised to read:

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

8. Section 904.((42))13.

Replace the first paragraph and the five types to read:

- a. 904.((42))13 – Commercial Cooking Systems.

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

9. Section 904.((42))13 – Exception; Section 904.12 Items 1, 2, 3, 4, and 5;

Section 904.((42))13.3; Section 904.((42))13.4 are not adopted.

10. Section 905.1 – Add the following to end of the paragraph:

Class II and Class III standpipes are ~~((20))~~not allowed for new standpipes in the City of Spokane. All requirements for Class II and Class III shall be Class I and references to one- and one-half inch outlets shall be changed to two and one-half inches. There are no requirements for two and one-half inch hose to be provided (i.e., stages).

11. Section 906.1.

Add Exception to read as follows:

- a. Portable fire extinguishers are not required for commercial residential buildings that do not have an interior or exterior common space.

12. Section 909.2.

Revise the second sentence to read as follows:

The *construction documents* shall be prepared and stamped by a licensed engineer registered with the Spokane Fire Department and shall include sufficient information and detail to describe adequately the elements of the design necessary for the proper implementation of the smoke control systems.

((42))13. Section 1011.14.

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

((43))14. Section 1011.12

Remove “alternating tread device,” from exception.

((44))15. Section 1023.9.

Revise the second sentence to read as follows:

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

((45))16. Section 5704.2.9.6.1 Modify to read:

“outside of buildings shall be in accordance with table 5705.3.4(2)

((46))17. Section 5706.2.4.4 Modify to read:

Remove the last part of the last sentence after above-ground tanks and add:
outside of buildings shall be in accordance with table 5705.3.4(2)

((47))18. Section 5806.2 Modify:

Remove the last part of the last sentence after outside of buildings and add:
(~~outside of buildings~~) shall be in accordance with the requirements of the Authority Having Jurisdiction.

((48))19. Section 6104.2.

Remove the last part of the last sentence: “(Jurisdiction to specify)”.

20. Section 3307.1 Revise to read:

3307.1 Required access. *Approved* vehicle access for firefighting shall be provided to all construction or demolition sites prior to the delivery of combustibile construction materials to the site or the commencement of demolition activities. Vehicle access shall be provided to within 100 feet (30 480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by ~~((either temporary or))~~ permanent roads, capable of supporting vehicle loading under all weather conditions unless otherwise approved by the Fire Code Official. ~~Vehicle access shall be maintained until permanent fire apparatus access roads are available.~~

Section 4. That SMC section 17F.080.030 is amended to read as follows:

Section 17F.080.030 Appendices Adopted

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

A. Appendix B - Fire-Flow Requirements for Buildings.

B. Appendix C – Fire Hydrant Locations and Distribution.

1. Table C102.1 – Revise the column for ‘Maximum distance from any point on street or road frontage to a hydrant to be five hundred feet for each row.
2. Table C102.1 – Footnote b is not adopted.

C. Appendix D – Fire Apparatus Access Roads.

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

1. D103.3.

The minimum external turning radius will be fifty feet and minimum internal turning radius will be twenty-eight feet.

2. Table D103.4.

The cul-de-sac diameter shall be one hundred feet.

3. Figure D103.1.

The ninety-six feet diameter cul-de-sac is revised to one hundred feet diameter.

4. D103.5.

Revise/Add the following:

- a. The minimum gate width shall be twenty feet unless reviewed and accepted by the fire official or designated representative (to be no less than fourteen feet).
- b. At least one gate off of public or private streets that is required for fire apparatus access onto a site shall be inset a minimum of 48' from the edge of curb or curb line.

5. D103.6

Revise to read:

Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent "NO PARKING-FIRE Lane" signs complying with Figure D103.6. The signs shall be spaced following City signage standards. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on once or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

6. D103.7.1.

Residential Driveways. Driveways used as fire lanes for single family and two-family dwellings can be reduced to an unobstructed width of twelve feet wide as long as there is a code compliant fifty-foot radius turn-around or approved hammerhead within one hundred fifty feet of all points around the dwelling.

7. D103.7.2.

Fire access roads can be designed in accordance with [SMC 17H.010.140](#), Emergency Vehicle Access and Staging Areas, can be used as an approved alternative with the approval of the fire official for residential access roads.

8. D105.1

Revise the following:

D105.1. Where required.

Where the vertical distance between ~~((the grade plane))~~ lowest level of fire department vehicle access and the highest roof surface exceeds 30 feet (9144 mm), *approved* aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

Exception: Where *approved* by the *fire code official*, buildings of Type IA, Type IB or Type IIA construction equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and having fire fighter access through an enclosed *stairway* with a Class I standpipe from the lowest level of fire department vehicle access to all roof surfaces.

- D. Appendix E – Hazardous Categories.
- E. Appendix F – Hazard Ranking.
- F. Appendix G – Cryogenic Fluids – Weight and Volume Equivalents.
- G. Appendix H – Hazardous Materials Management Plan (HMMOP) and Hazardous Materials Inventory Statement (HMIS) Instructions.
- H. Appendix I – Fire Protection Systems – Noncompliant Conditions
- I. Appendix J – Building Information Sign.
- J. Appendix N – Indoor Trade Shows and Exhibitions

Section 5. That SMC section 17F.080.110 is amended to read as follows:

Section 17F.080.110 Fire Alarm System Requirements

- A. The following Chart 907 depicts the minimum fire alarm system requirements for the City of Spokane. These requirements supplement the International Fire Code.
- B. Where heights are noted, they are from the lowest level of fire department apparatus access to the floor elevation of the highest occupied level.
- C. Existing fire alarm systems will be allowed to be used, replaced, and repaired without upgrade as long as they are properly maintained. Buildings that are altered or additions exceeding fifty percent of the building area will require the fire alarm system to be upgraded to the current requirements.

- D. Smoke detectors will be the primary means of detection. Where environmental conditions warrant (rooms with moisture potential, outdoors, etc.) heat detectors are allowed. Smoke detectors in restrooms and janitor closets are discouraged.
- E. Low frequency notification is required for sleeping areas. Where single/multiple station devices cannot provide a low frequency annunciation, then low frequency will be required to be provided by smoke detectors or low frequency bases.

CHART 907	
OCCUPANCY	REQUIREMENTS FOR FIRE ALARM
All Except R3 and U	<p>Atriums connecting more than two floors. Lowest level of structure greater than sixty feet below grade. Covered mall buildings. Retroactive – IFC 1103.7. <u>Central monitoring for ((F))fire sprinkler monitoring for systems ((with 7 or more sprinklers.)) with a minimum of one notification device, one manual pull station, and one smoke detector is required.</u> Smoke detection required in common areas and interior corridors used for required exits in occupancies required to have automatic fire alarm. Heat detectors are not required in spaces provided with quick response sprinklers in occupancies required to have automatic fire alarm. Special areas to be protected are required to have fire alarm in occupancies required to have automatic fire alarm – See SMC 17F.080.090. ((Central monitoring is required. A minimum of one notification device, one manual pull station, and one smoke detector is required.))</p>
Greater than ((fifty-five)) seventy-five feet to floor	<p>Tenant spaces exceeding one thousand square feet. Voice notification is required.</p>
Daycares	<p>Less than or equal to fifty children – Single station smoke detection is required. Greater than fifty children to ninety-nine – Automatic. Voice notification is required if more than ninety-nine occupants Manual pull stations required at all exits of state licensed facilities.</p>
A1, A2, A3, A4, A5	<p>Automatic if <u>not provided with fire sprinklers, manual if provided with fire sprinklers</u>; greater than or equal to three hundred people or more than one hundred persons above or below the lowest level of exit discharge. Voice notification is required if occupancy is greater than or</p>

	<p>equal to one thousand people.</p> <p>No manual pull stations required if fully sprinklered.</p>
B	<p>Automatic if greater than or equal to five hundred people.</p> <p>Automatic if greater than or equal to one hundred people above or below exit level.</p> <p>No manual pull stations required if fully sprinklered.</p> <p>Area contains Group B Ambulatory health care.</p>
E	<p>Fifty-one or more occupants.</p> <p>Voice notification is required if more than one hundred ((and one)) occupants.</p> <p>Exception for manual pulls (907.2.3).</p>
F1, F2	<p>Automatic if greater than five hundred persons above or below exit level.</p> <p>No manual pull stations required if fully sprinklered.</p> <p>Automatic is required when occupancy is two or more stories in height.</p>
H1, H2, H3, H4	<p>Not required unless other requirements apply.</p>
H5	<p>Manual.</p> <p>Automatic for highly toxic gases, organic peroxides and oxidizers.</p>
I1, I2, I3, I4	<p>Automatic.</p> <p>Manual pulls may be at staff-attended location.</p> <p>Sleeping areas required to have single or multiple station smoke detection.</p> <p>Manual pull stations required at all exits of State Licensed I4.</p> <p><u>Automatic required in I4 occupancies with fifty one or more occupants.</u></p> <p>((Automatic v)) <u>Voice notification</u> required in ((all)) I4 occupancies with more than one hundred one occupants.</p>
M	<p>Automatic if greater than or equal to five hundred people.</p> <p>Automatic if greater than or equal to one hundred people above or below exit level.</p> <p>Automatic if greater than twelve thousand square feet ((SMC))).</p> <p>No manual pull stations required if fully sprinklered.</p>
R1, R2	<p>Automatic – Five or more units/guest rooms.</p> <p>Not required for less than three levels with each unit having independent (not shared) direct exit to exterior.</p> <p>One manual pull station per exit stair required if not fully sprinklered.</p> <p>ADA Type A units will be provided with accessible communications features.</p> <p>ADA Type B units will be pre-wired for building notification.</p>

	<u>Audible signal low frequency in sleeping rooms complying with 907.5.2.1.3 of the 2021 International Fire Code.</u>
R3	Single station smoke detection in sleeping areas and in hallways outside of sleeping areas.
S1, S2	((None required unless other requirements apply.)) <u>Manual fire alarm required in Group S public and self-storage occupancies three stories or greater for interior corridors and interior common areas.</u>

Section 6. That SMC section 17F.080.270 is amended to read as follows:

Section 17F.080.270 Fire Equipment Servicer Registration

A person proposing to engage in the occupation of installation, repair and maintenance of fire department regulated equipment or systems is required to pay the fee prescribed in [SMC 8.02.0226](#) and obtain from the fire official the appropriate registrations as follows:

- A. Portable extinguisher.
- B. Range hood/extinguishing system.
- C. Sprinkler system.
- D. Standpipe system (including horizontal dry standpipes)
- E. Underground tank decommission.
- F. Underground tank (install, upgrade or repair); and
- G. Underground tank test.
- H. Private Fire Hydrants.
- I. Aboveground tank (install, upgrade or repair).
- J. Smoke Control.

Section 7. That SMC section 17F.080.330 is amended to read as follows:

Section 17F.080.330 Reimbursement for Fire Response

- A. The Spokane fire department may collect reimbursement for:
 - 1. fire response and extinguishment costs of malicious or illegal fires from the perpetrators of such fires;
 - 2. hazardous materials response and mitigation measures from responsible parties of such incidents;
 - 3. false alarms (initiation of an actual response to facility or residence, including);
 - 1. Unnecessary fire response to unmaintained fire protection systems;
 - 2. Negligently or accidentally activated signals.

3. Signals which are the result of faulty, malfunctioning or improperly installed, secured or maintained equipment.
 4. Signals which are the result of improperly installed, secured or maintained windows or doors or similar general areas of the building.
 5. Signals or calls which are purposely activated to summon the Fire Department in non-emergency situations.
 6. Signals being activated by persons working on the alarm system without prior notice to the Police Department and/or Fire Department,
 7. If fire response is in progress and is cancelled, the response may be considered a false alarm.
4. fire response to and extinguishment costs of a violation of the fireworks code.
 5. Special event costs for standby crews or ped-med when they are provided.
- B. Nuisance alarms that occur more than 3 times in any four weeks may be subject to response apparatus reimbursement costs and an additional \$500 per nuisance alarm depending on the circumstance or investigation findings related to the nuisance alarm. Reimbursement costs can be waived if the dollars are spent on repairs to prevent nuisance alarms.
- C. Reimbursement will include, in addition to any cost of equipment damaged or destroyed, the current charge for ((rigs)) emergency response apparatus involved in the response, as published by the Washington State Association of Fire Chiefs and the hourly rate for personnel, including wages and benefits.

Section 7. That SMC section 17F.080.480 is amended to read as follows:

Section 17F.080.480 Standpipes

Where standpipes are used, the outlet pressure at the top of the riser shall be not less than one hundred PSI provided by a fire pump.

Exception:

Buildings up to and including five floors above grade (not to exceed ((55)) 75 feet) will be pressurized by the fire apparatus upon arrival to the site and are not required to provide one hundred PSI at the top outlet of the riser.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/8/2025

Clerk's File #

ORD C36704

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**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 BWILKERSON LNAVARRETE

Sponsoring at Administrators Request

NO

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

ORDINANCE PROHIBITING VIRTUAL CURRENCY KIOSKS

Agenda Wording

An ordinance titled "Virtual Currency Kiosk Prohibition for a Safer Spokane," relating to the elimination of Virtual Currency Kiosks within the City of Spokane; and adopting a new Chapter 10.90 to Title 10 of the Spokane Municipal Code.

Summary (Background)

This ordinance prohibits virtual currency kiosks from being being operated in the City of Spokane. Spokane has seen a significant number of increase in scams arising from the use of cryptocurrency kiosks, and there has been a steady increase in victims losing thousands of dollars. This ordinance provides for a tool to protect consumers from those individuals who rely primarily on virtual currency to defraud others.

What impacts would the proposal have on historically excluded communities?

Not applicable

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?

Spokane Police Department personnel have been tracking and investigating crimes involving virtual currency and kiosks. It is expected that the department will report regularly on whether the ordinance has a measurable effect on the occurrence of reported crimes involving virtual currency kiosks.

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 ordinance is consistent with the City's general mission of public safety and to protect the welfare of Spokane citizens.

Council Subcommittee Review

Not applicable

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>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

ORDINANCE NO 36704

An ordinance titled “Virtual Currency Kiosk Prohibition for a Safer Spokane,” relating to the elimination of Virtual Currency Kiosks within the City of Spokane; and adopting a new Chapter 10.90 to Title 10 of the Spokane Municipal Code.

WHEREAS, the FBI reports that complaints of cryptocurrency fraud in the United States are the highest of any country in the world; and

WHEREAS, the Spokane Police Department has been leading outreach and regulatory efforts, reporting several scams daily which resulted in three suicides that have been associated with victims losing lifesavings; and

WHEREAS, virtual currency kiosks are similar in appearance to ATM's, and are typically found in convenience stores, but do not dispense cash, and instead, allow consumers to sell and purchase cryptocurrency through virtual transactions; and

WHEREAS, virtual currency kiosks are a significant instrument in financial fraud and scams, and the Federal Bureau of Investigation (FBI) reported in 2023 there were nearly \$5.6 billion in losses due to virtual currency kiosk aided scams in the United States, and \$141,756,936 losses in Washington alone; and

WHEREAS, in 2023 reports of imposter scams in Washington State to the Federal Trade Commission were the highest rate per million in population than any other state reporting imposter scams; and

WHEREAS, cryptocurrency currently offers criminals a path to exploitation because it is decentralized and distributed, which offers a secure method for value transfers; and cryptocurrencies eliminate the need for financial intermediaries to validate and facilitate transactions, which means criminals can exploit victims through theft, fraud and money laundering and drug trafficking with limited tracking; and

WHEREAS, virtual currency kiosk transactions move quickly, and can occur anywhere and, because of the speed of the transaction, the majority of such transactions are irrevocable; and

WHEREAS, cryptocurrency transactions are recorded through ledgers called blockchains, and in some cases law enforcement are able to trace cryptocurrency transactions and “follow the money”; however, many of the “scams” or nefarious transactions transfer funds to destinations overseas, and U.S. law enforcement may encounter significant challenges in other jurisdictions; and

WHEREAS, the City of Spokane has limited ability under state and federal laws to regulate cryptocurrency transactions, but can regulate the placement and use of physical kiosks within the City of Spokane that are used to facilitate cryptocurrency transactions; and

WHEREAS, the Spokane City Council has determined that an ordinance prohibiting virtual currency kiosks within the City is necessary and appropriate to preserve public morality, health, peace and good order within city limits;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 10.90 to Title 10 of the Spokane Municipal Code to read as follows:

Division VIII. Virtual Currency

Chapter 10.90	Virtual Currency Kiosks
SMC 10.90.010	Scope and Purpose
SMC 10.90.020	Authority
SMC 10.90.030	Definitions
SMC 10.90.040	Virtual Currency Kiosks Prohibited
SMC 10.90.050	Exceptions
SMC 10.90.060	Penalty

10.90.010 Scope and Purpose

Virtual Currency Kiosks are frequently used by criminals to manipulate, intimidate, and threaten victims into using those kiosks to send cash. Without stronger federal, state or local regulations, there is no way to stop criminals from using virtual currency kiosks to victimize members of the community. This chapter prohibits the placement and use of virtual currency kiosks within the city as necessary and appropriate to prevent dangers to public health and safety, and to preserve public morality, health, peace and good order within city limits.

10.90.020 Authority

Pursuant to Washington State statute, RCW 35.22.280 (35), the City of Spokane has the authority to make regulations necessary for the preservation of public morality, health, peace, and good order within its limits.

10.90.030 Definitions

The following words, terms, and phrases, when used in this section, shall have the meaning ascribed to them in this subsection, except where the definitions in the RCW indicate a different meaning.

- A. "Virtual Currency" means a digital representation of value used as a medium of exchange, a unit of account, or a store of value, but does not have legal tender status as recognized by the United States Government.
- B. "Virtual Currency Kiosk" means an electronic terminal located in an area accessible to the general public which acts as a mechanical agent of the Virtual Currency Kiosk Operator, enabling the exchange of Virtual Currency for money, bank credit, or other virtual currency.
- C. "Virtual Currency Kiosk Operator" means a person or entity that:
 - 1. knowingly permits the use or installation of a virtual currency kiosk on property owned, leased or controlled by the person or entity;
 - 2. operates a Virtual Currency Kiosk within the city limits; or
 - 3. owns a Virtual Currency Kiosk that is either located or operated within city limits.

10.90.040 Virtual Currency Kiosks Prohibited

It shall be unlawful for any person or entity to host, allow, operate, permit, locate or place a Virtual Currency Kiosk within the City of Spokane. All Virtual Currency Kiosks existing in the City as of the Effective Date of this Ordinance must be removed within 60 days after the Effective Date.

10.90.050 Exceptions

Nothing in this Chapter shall be construed to regulate or restrict a transfer of Virtual Currency. This Section does not apply to any Virtual Currency Transfers that are conducted without the use of a Virtual Currency Kiosk and does not intend to interfere with other types and methods of Virtual Currency Transfers.

10.90.060 Penalty

Violations of this section may result in a class 1 civil infraction issued to the Virtual Currency Kiosk Operator. In addition, the City of Spokane may cancel or revoke the business license or registration of any Virtual Currency Kiosk Operator in violation of this chapter.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

Clerk's File #

ORD C36682

Cross Ref #**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

MANAGEMENT & BUDGET

Bid #**Contact Name/Phone**

JESSICA 625-6585

Requisition #**Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

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

0410 - SMC CLEAN-UP

Agenda Wording

An ordinance relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code.

Summary (Background)

The purpose of this ordinance is for SMC clean-up for the Department of Management and Budget relating to Intrafund Budget Transfers.

What impacts would the proposal have on historically excluded communities?

Not applicable

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?

Not applicable

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

Council Subcommittee Review

Not applicable

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>	STRATTON, JESSICA		
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			

ORDINANCE NO. C36682

An ordinance relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

Section 07.09.010 Permitted When

- A. Intrafund budget transfers may be made during the current fiscal year by order of the ~~((mayor))~~ Mayor, or in the ~~((library fund))~~ Library Fund by the ~~((library director))~~ Executive Director, or in the ~~((park fund))~~ Park Fund by the ~~((director of parks and recreation))~~ Director of Parks and Recreation; provided, however, that the following transfers shall not occur unless approved by an ordinance passed by the vote of one more than the majority of all members of the ~~((city council))~~ City Council:
1. The creation or abolishment of ~~((employee))~~ positions, except for:
 - a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
 - b. progressive promotions, certification advancements, or position reclassifications of classified employees governed by ~~((civil service rules))~~ Civil Service Merit System Rules or bargaining unit contracts.
 2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund except for grant funds.
 3. All transfers of \$50,000 or more from a budgeted line-item to a defunded line item ~~((as adopted by the City Council))~~. "Defunded" shall mean a prior action by the City Council to reduce, eliminate, or reallocate appropriated funding for a fund, department, program, or activity, and resulting in a material decrease in its budgeted financial resources as compared to the prior fiscal year, whether occurring as part of the biennial budget adoption or subsequent special budget ordinance. For purposes of this section, "material decrease" shall mean a reduction of 70% or more in the adopted biennial budget allocation for a fund, department, program or activity from one fiscal year to the next.

4. Transfers of budgeted personnel expenses to non-personnel expenses. This does not apply to grant funds or Library, Parks, Civil Service, or other quasi-departments governed by a separately appointed Board or Commission.

~~((5. Transfers of budgeted personnel expenses from one department to another department within the same fund.))~~

~~((6))~~ 5. Emergencies as specified in state law ~~((or))~~, City charter or Spokane Municipal Code.

B. Provided, further, that ~~((the following transfers shall be approved by ordinance passed by a majority of all members of the city council:~~

~~1. Changes))~~ changes to the wages, hours, and conditions of employment of ~~((appointive employees))~~ employee positions shall be approved by ordinance passed by a majority of all members of the City Council.

~~((2. Adjustments to the salary or compensation of City officers, assistants and employees.))~~

Section 2. That Section 07.09.015 of the Spokane Municipal Code is amended to read as follows:

Section 07.09.015 Personnel/Position Transfers

A. Transfer of all classified ~~((personnel))~~ employees shall be accomplished pursuant to the City's ~~((civil service rules))~~ Civil Service Merit System Rules.

~~((B. The elimination of a position in a department which accompanies, precedes, or results in the transfer of that position to another department shall be accompanied by an interfund transfer of the budgeted funds for the transferred employee's position from the former department to the new department.))~~

~~((C))~~ B. Inter-departmental transfers of ~~((job))~~ positions and interfund transfers, as described in this section, outside of the annual budget process as described in Section 25 of the City Charter, SMC ~~((07.15.005))~~ Chapter 07.14, and chapter ~~((35.33))~~ 35.34, RCW, shall not occur unless the City Council approves ~~((an))~~ a special budget ordinance to accomplish the transfer.

Section 3. That Section 07.09.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.09.020 Report Required

- A. The ~~((mayer))~~ Mayor shall prepare and submit to the ~~((city council))~~ City Council within fifteen (15) days following the calendar month a report of all intrafund budget transfers ~~((ordered))~~ requested during the previous calendar month. It shall not be necessary for the ~~((city council))~~ City Council to approve the report. The report shall include but not be limited to the following:
1. Intrafund transfers between departments; and
 2. Intrafund transfers covered by SMC 7.09.010(A)(1)(a) and (1)(b); and
 3. Intrafund transfers between categories of personal services, maintenance and operation, capital outlay and debt service.
- B. Intrafund transfers within budgets of single departments which do not involve transfers between the object groups of personal services, maintenance and operation, capital outlay, and debt service need not be included in the monthly reports to ~~((city council))~~ City Council.
- C. For purposes of determining those transfers to be reported, the classification of accounts as established by the ~~((state auditor))~~ Washington State Auditor shall be followed.

Section 4. That Section 07.09.040 of the Spokane Municipal Code is amended to read as follows:

Section 07.09.040 Expenditure Limits

Budget expenditures shall be limited in the manner specified in chapter ~~((35.33))~~ 35.34 RCW as now enacted or hereafter amended.

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:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

Clerk's File #

ORD C36699

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**Submitting Dept**

PLANNING & ECONOMIC

Bid #**Contact Name/Phone**

SPENCER 6097

Requisition #**Contact E-Mail**

SGARDNER@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?** NO**Agenda Item Name**

0650 - ORDINANCE TO PERMIT NEIGHBORHOOD COMMERCIAL IN NEW PUDS

Agenda Wording

Ordinance to Permit Neighborhood Commercial in New Planned Unit Developments

Summary (Background)

Planning staff are conducting significant public engagement efforts as part of the Comprehensive Plan update. One of the most common requests from the public has been to increase opportunities for commercial uses that serve daily needs to locate within neighborhoods. The SMC already authorizes this in some situations. The proposed ordinance would expand opportunities for commercial development in new residential neighborhoods while placing limits to ensure the commercial activity is compatible with residential neighborhoods. This is proposed as an interim zoning ordinance. If adopted, planning staff would continue to study the proper implementation of this topic and include permanent changes in the Comprehensive Plan update. Adopting this on an interim basis allows forthcoming plats to provide this important community amenity without waiting for the full update to be completed.

What impacts would the proposal have on historically excluded communities?

Residents of all neighborhoods, including those in lower-income neighborhoods, benefit from increased access to small-scale commercial businesses that provide goods and services. Increasing neighborhood access to small-scale commercial reduces the need to own and operate a car, empowers children to be independent, and can open up opportunities for residents to own and operate a business.

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?

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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?

• Comp Plan policy LU 1.3 - Small-format retail and medical uses are complementary to low-intensity residential neighborhoods • Comp Plan policy LU 4.2 - Provide a compatible mix of housing and commercial uses • Comp Plan policy H 1.4 – Locate new residential development where services are available • Comp Plan policy H 2.4 – Link housing with other uses, including daily-needs services • Comp Plan policy N 7.1 – Increase public gathering places within neighborhoods • Comp Plan policy N 2.1 – Ensure neighborhoods offer cultural, social, and recreational opportunities • Sustainability Action Plan strategy TL 1.1 – Increase housing in proximity to employment opportunities and activity centers • Sustainability Action Plan strategy TL 1.6 – Allow

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>	GARDNER, SPENCER		
<u>Division Director</u>	GARDNER, SPENCER		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		eking@spokanecity.org	

ORDINANCE NO C36699

An ordinance adopting an interim official control; modifying section 17G.070.030 of the Spokane Municipal Code to authorize the inclusion of small-scale commercial establishments in planned unit developments.

WHEREAS, the City of Spokane is in the midst of the periodic update to its Comprehensive Plan; and

WHEREAS, significant public engagement on the periodic update has already occurred and more engagement will continue to occur; and

WHEREAS, one of the most popular suggestions to come forward during public engagement has been a desire to create more opportunities for small-scale commercial uses to serve residential neighborhoods; and

WHEREAS, the Comprehensive Plan includes many policies that support neighborhood-based small-scale commercial uses, including LU 1.3, LU 43.2, H 1.4, H 2.4, N 2.1, and N 7.1; and

WHEREAS, the Sustainability Action Plan also includes strategies that support neighborhood-based small-scale commercial uses, including TL 1.1 and TL 1.6; and

WHEREAS, the City Council has included consideration of small-scale commercial uses in residential neighborhoods as a work item on the Plan Commission work plan; and

WHEREAS, plats that are likely to come forward prior to adoption of the updated Comprehensive Plan and the Unified Development Code will establish buildings and uses that persist for many decades; and

WHEREAS, the work involved in the periodic update will include further consideration of the inclusion of small-scale commercial uses in residential neighborhoods; and

WHEREAS, RCW 36.70A.390 authorizes the adoption of interim zoning controls for up to one year with the inclusion of a work plan; and

WHEREAS, these proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council findings in support of the adoption of this ordinance.

Section 2. Purpose. The purpose of this ordinance to authorize small-scale commercial uses within residential planned unit developments, subject to limitations that ensure such uses complement the residential neighborhood.

Section 3. Public Hearing. The hearing required under RCW 36.70A.370 was held at the time of adoption of this ordinance.

Section 4. Duration of Interim Official Control. The interim official control established by this ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this ordinance.

Section 5. Work Plan. Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, as well as consideration of commercial uses in residential neighborhoods during the periodic update to the City's Comprehensive Plan.

Section 6. That section 17G.070.030 of the Spokane Municipal Code is amended as follows:

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:
 - a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:
 - i. community building with indoor and/or outdoor recreation facilities;
 - ii. recreational vehicle and personal storage area;
 - iii. consolidated guest parking facilities.
 - b. Retail sales and service uses and office uses are permitted subject to the following limitations:
 - i. The PUD site is larger than 50 acres; and
 - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of four thousand (4,000) square feet each; and
 - iii. The average square footage of all retail sales and service uses and office uses shall not exceed three thousand five hundred (3,500); and

- iii. The total site area developed with retail sales and service uses and office uses shall not exceed five percent (5%) of the total PUD site area; and
- vi. A one hundred percent (100%) increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses; and
- vii. Outdoor seating is permitted and is counted towards the square footage of the retail sales and service or office use unless provided in the right-of-way through the appropriate permitting process; and
- viii. Retail sales and service uses and office uses shall follow the Centers and Corridors design standards for Pedestrian Streets in SMC 17C.122.060; and
- ix. Prohibited uses include but are not limited to:
 - A. Marijuana production, processing, and retailing as controlled by SMC 17C.347
 - B. Off-premises alcohol outlets as defined and controlled by SMC 17C.348
 - C. Drive-through Facilities
 - D. Adult Business
 - E. Commercial Parking
 - F. Mini-Storage Facilities
 - G. Quick Vehicle Servicing

- 2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:
 - a. Retail sales and service uses and office uses are permitted subject to the following limitations:
 - i. The PUD site is larger than ten acres,
 - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.
 - iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.

- iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.
- v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.
- vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

- a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
- b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
- c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

- a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
- b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
- c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

- a. The minimum lot size, lot depth and lot width standards may be modified.
- b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

a. Front and rear yard setbacks.

- i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
- ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
- iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

b. Side Yard Setbacks.

- i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.

- ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

- a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
- b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.230(C)(5).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:
 - a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
 - b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
 - c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:
 - a. A homeowners' or property owners' association as regulated by state law.
 - b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not "turn its back" on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 8. 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

Strike Section 6 of the ordinance and substitute the following in its place:

Section 6. That section 17G.070.030 of the Spokane Municipal Code is amended as follows:

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:
 - a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:
 - i. community building with indoor and/or outdoor recreation facilities;
 - ii. recreational vehicle and personal storage area;
 - iii. consolidated guest parking facilities.
 - b. Retail sales and service uses and office uses are permitted subject to the following limitations:
 - i. The PUD site is larger than 20 acres; and
 - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of five thousand (5,000) square feet each; and
 - iii. The total site area developed with retail sales and service uses and office uses shall not exceed five percent (5%) of the total PUD site area; and
 - iv. A one hundred percent (100%) increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses; and
 - v. Outdoor seating is permitted and is not counted towards the limitations on floor area in subsection (b)(ii); and

- vi. Retail sales and service uses and office uses shall follow the Centers and Corridors design standards for Pedestrian Streets in SMC 17C.122.060; and
 - vii. Prohibited uses include but are not limited to:
 - A. Marijuana production, processing, and retailing as controlled by SMC 17C.347
 - B. Off-premises alcohol outlets as defined and controlled by SMC 17C.348
 - C. Drive-through Facilities
 - D. Adult Business
 - E. Commercial Parking as defined in SMC 17C.190.220 on a surface parking lot
 - F. Mini-Storage Facilities
 - G. Quick Vehicle Servicing
2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:
- a. Retail sales and service uses and office uses are permitted subject to the following limitations:
 - i. The PUD site is larger than ten acres,
 - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.
 - iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.
 - iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.
 - v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.
 - vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

- a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.

- b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
- c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

- a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
- b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
- c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

- a. The minimum lot size, lot depth and lot width standards may be modified.
- b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

- a. Front and rear yard setbacks.
 - i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
 - ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
 - iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.
- b. Side Yard Setbacks.
 - i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.
 - ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

- a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
- b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.230(C)(5).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:
 - a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
 - b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
 - c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:
 - a. A homeowners' or property owners' association as regulated by state law.
 - b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not "turn its back" on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Purpose of Amendment: Clarification of limitations on retail, office, and service uses.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

Clerk's File #

ORD C36700

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ANDRES 625-6821

Requisition #**Contact E-Mail**

AGRAGEDA@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

LNAVARRETE KKLITZKE

Sponsoring at Administrators Request

NO

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

0320 ORDINANCE AUTHORIZING DESIGNATION OF PARK PROPERTY AS NON-

Agenda Wording

Ordinance authorizing the Park Board and Park Director to designate portions of park property as Non-Public Areas, amending sections 12.06A.030 and 12.06A.040 of the Spokane Municipal Code

Summary (Background)

The ordinance provides a mechanism for the Park Board or Park Director to temporarily or permanently designate portions of park property as non-public. This is intended to address employee and resident safety concerns, inaccessibility, city asset security, and warrantless entry by law enforcement.

What impacts would the proposal have on historically excluded communities?

Immigrant, refugee and BIPOC communities have historically excluded themselves from participating in events held in public spaces for fear of unreasonable harassment from law enforcement at all governmental levels. This is especially true given recent changes in federal immigration policies and practices. This ordinance would address this by providing a mechanism to disallow law enforcement from entering into events without consent from the organizers, City officials or a judicial warrant.

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 would be collected on warrantless attempts to access non-public park areas by the Park Director or their designee. The type of event and the demographics of the people affected could then be observed

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

See above

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

SMC 18.01.020A states: "The City values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all" SMC 18.01 .020B states: "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" The Comprehensive Plan states: "To maintain the viability and health of the city, residents should have equitable access to open space and park amenities" RES

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>			
While is is likely that adoption by the Park Board may require the use of park funds for additional signage, it is expected the ordinance will encourage participation of all City residents in Park events, thereby promoting more use of RFP paid attractions			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
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>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>			
<u>Distribution List</u>			

ORDINANCE NO. C36700

An ordinance authorizing the Park Board and Park Director to designate portions of park property as Non-Public Areas, amending sections 12.06A.030 and 12.06A.040 of the Spokane Municipal Code.

WHEREAS, the official motto for the City of Spokane is “In Spokane We All Belong”; and

WHEREAS, the City of Spokane strives to be a welcoming city for immigrants and refugees; and

WHEREAS, recent changes in federal immigration policies and practices have caused fear and uncertainty in our communities; and

WHEREAS, the City is proud to host hundreds of events ranging from weddings, picnics, large group gatherings, corporate events and more each year at some of the most beautiful venues and settings anywhere in Spokane; and

WHEREAS, it is beneficial to the City that all Spokane residents feel safe and comfortable participating in events held at parks; and

WHEREAS, the stated vision in the Parks and Recreation chapter of the Comprehensive Plan is as follows: “Spokane will acquire, operate, enhance, and protect a diverse system of parks, boulevards, parkways, urban forest, golf courses, and recreational, cultural, historical, and open space areas for the enjoyment and enrichment of all”; and

WHEREAS, the Comprehensive Plan also states: “To maintain the viability and health of the city, residents should have equitable access to open space and park amenities”; and

WHEREAS, the Spokane City Charter grants the Spokane Park Board the power to “lay out, establish, purchase, procure, accept, and have the care, management, control, and improvement of all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways, now or hereafter owned or controlled by the City whether within or without the city limits, and may designate them by name”; and

WHEREAS, the Spokane City Charter also grants the Spokane Park Board the power to “make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations”; and

WHEREAS, Consistent with the City Charter, Section 12.06A.010 of the Spokane Municipal Code states: “The Park Board has jurisdiction over all property, including undeveloped property, designated as public parks and the buffer lands adjacent to them,

including: parks, public squares, park drives, parkways, boulevards, trails, playgrounds, natural areas, recreation grounds and conservation lands”; and

WHEREAS, according to Article II Section 5 of the Spokane City Charter, the City Council is the legislative body of the City, and therefore has the power to pass ordinances that amend the SMC; and

WHEREAS, the Washington State Office of the Attorney General’s Guidance Concerning Immigration Enforcement states: "Local governments and private organization should adopt a policy that addresses when federal immigration authorities will be permitted to access non-public areas"; and

WHEREAS, RCW 35.22.280 states: “[Any city of the first class shall have power] to make all regulations necessary for the preservation of public morality, health, peace, and good order within its limits”; and

WHEREAS, the Washington State Constitution states: “No person shall be disturbed in his private affairs, or his home invaded, without authority of law”; and

WHEREAS, the Fourth Amendment of the United States Constitution states: “The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized”; and

WHEREAS, in the case United States v. Vertigo-Urquidez the U.S. Supreme Court held that persons “protected by the Fourth Amendment, and by the First and Second Amendments, and to whom rights and powers are reserved in the Ninth and Tenth Amendments, refers to a class of persons who are part of a national community or who have otherwise developed sufficient connection with this country to be considered part of that community”; and

WHEREAS, the City Council finds that it is necessary to ensure that all residents of the City of Spokane, regardless of their immigration status, are free from apprehension of unlawful arrest or deportation while using the City’s public spaces and parks; and.

WHEREAS, in 2018 the City Council enacted provisions to restrict warrantless entry of federal immigration officials onto City property, codified in Section 12.05.050 of the Spokane Municipal Code, but such provisions are not applicable to park land, which is under the exclusive control of the Spokane Park Board ; and

WHEREAS, the City Council wishes to create a similar mechanism for controlling access to park land by federal immigration officials, under the auspices of the Spokane Park Board;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 12.06A.030 of the Spokane Municipal Code is amended to read as follows:

Section 12.06A.030 Definitions

The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:

- A. "Director" means the Director of Parks and Recreation of the City.
- B. "Nonpublic" means any area of a city park, facility or property that is not generally open and accessible to the general public without restriction, but instead requires express permission prior to entry, such as a valid ticket for a park event, or permission by a city employee or an employee of a tenant in a city facility on an individual basis, or areas that are limited to park employees, service providers or other invited guests or attendees. Non-public includes park areas generally open to the public but reserved for private use on a temporary basis, but only for the duration of such private use. In addition, areas posted as "Restricted" in City facilities shall also be considered to be non-public areas.
- ~~((B))~~ C. "Park" means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, pools, bathing beaches, and playgrounds, recreation grounds, trails, unimproved locations, natural areas and any conservation land or undeveloped property under the control of the park board.
- ~~((C))~~ D. "Park Board" means the Park Board of the City as established by the City Charter.
- ~~((D))~~ E. "Park property" means all grounds, facilities, equipment, pillars, monuments, gazebos, displays, retaining walls, fixtures, vegetation, trees, turfed areas, playground equipment, athletic courts, parking lots, bathrooms, picnic areas, shelters and sports facilities.
- ~~((E))~~ F. "Park rangers" are Parks Department employees who patrol city parks and are authorized to issue notices of infraction related to the enforcement of park rules. They also administer first aid, act as good will ambassadors and otherwise work to ensure a safe environment for park guests.

Section 2. That section 12.06A.040 of the Spokane Municipal Code is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to [SMC 16A.07.060](#) and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.

5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in [SMC 10.51.040\(A\)](#), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by [SMC 10.51.070](#) and [SMC 17C.390.030](#); and
 - b. A valid a mobile food vendor's permit as required by [SMC 10.51.010](#).

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the

parks department under the procedures and requirements for special events as provided in [Chapter 10.39 SMC](#).

2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

J. Other Uses of Parks and Park Property

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park or on park property during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

L. Designating Non-Public Areas on City Park Property

1. The Park Board or Park Director may temporarily or permanently designate portions of City parks to be non-public or restricted areas due to employee and resident safety concerns, inaccessibility, city asset security, and for purposes of complying with this chapter.
2. Permission to access any portion of a City park with a Non-Public designation without a judicial criminal warrant for the purpose of executing federal civil immigration enforcement operations shall only be provided with the express, written approval of the Park Board or Parks Director. The approved entry by a federal officer to a Non-Public area shall be limited to each individually approved warrant and shall not be construed as permitted, continued access to the Non-Public area for any period of time. Any warrantless attempts or requests for access to non-public park areas, City park facilities, equipment or nonpublic databases for the purpose of executing federal civil immigration enforcement operations shall be immediately sent to the Parks Director or their designee.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

Clerk's File #

ORD C36703

Cross Ref #

OPR 2025-0431

Project #**Council Meeting Date:** 06/16/2025**Submitting Dept**

PARKS -

Bid #**Contact Name/Phone**

JONATHAN 6243

Requisition #**Contact E-Mail**

JMOOG@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?** NO**Agenda Item Name**

1400 PERMISSIBLE USE AGREEMENT FOR DOWNTOWN ZIPLINE

Agenda Wording

Permissible use agreement with Epiphany Applied Concepts, INC and Spokane Skylines, LLC (d/b/a "Mica Moon) for construction, operation and maintenance of the downtown zipline for a 15-year term from execution of this agreement for an annual revenue of \$62,000.

Summary (Background)

City Council adopted resolution (RES 2022-0044) on May 9, 2022 supporting the Parks Department to proceed with a Request for Proposals (RFP) to evaluate the potential zipline vendors. Epiphany Applied Concepts was the only respondent to bid RFP#5922-23 and their proposal was evaluated and selected by a community working group. The zipline project was managed in two phases: Phase I focusing on Zipline feasibility and legal compliance such as securing permits, variances and any necessary permissions from adjacent property owners; and Phase II focusing on securing City approval to use City property for Zipline construction, operation and maintenance. This agreement, representing Phase II, establishes a permit with Epiphany Applied Concepts, INC and Spokane Skyline, LLC (d/b/a "Mica Moon") to use City and Park property for the purpose constructing, operating, and maintaining a zipline attraction and shuttle service funded at permittees own expense. This permit establishes a fifteen (15) year initial term with an optional five (5) year mutually agreed upon extension. The prospective zipline is approximately 1400 linear feet in length with a flightpath traveling west along the Spokane River from the eastern lower boardwalk viewing platform at A Place of Truths Plaza (aka "CSO Tank 26 Plaza"), crossing under the southernmost large arch of the three (3) large arches beneath the Monroe Street Bridge and landing on the southeastern edge of Redband Park located in the Peaceful Valley neighborhood at 216 North Cedar St., Spokane, WA 99201.

What impacts would the proposal have on historically excluded communities?

Approval of the permit would activate new experiences and opportunities for the community as well as encourage tourism in Spokane. Effort has been taken to ensure zipline and shuttle service, where feasible, is accessible such as special harnesses designed to accommodate those with special needs and mobility impairments. Permittee will provide 1000 tickets annually to charitable organizations and underserved youth. Permit would also establish a riverfront Park shuttle services aimed at providing greater access to those with mobility needs. One of these shuttles will be wheelchair accessible.

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?

The goal of the zipline is encourage tourism and visitations downtown to support our businesses and increase the vibrancy of our City. Riverfront Park has a long history of operating its own attractions and working with community partners. Riverfront will apply that experience to gauge the success and popularity of the zipline attraction. City also will establish regular meetings to discuss maintenance, operations, financials, safety and to continue to ensure the zipline does not operate as a cost to the City.

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 zipline attraction is supported in primarily three documents; (1) Riverfront Park Master Plan identifies need for a major destination attraction; (2) Parks and Recreation Division Master Plan cites need for experienced based attractions (mentions zipline) within downtown to attract user to experience parks and businesses. It also aligns with "Goal E" for car for and activation of the Spokane River, "Goal M" for establishing strategic partnerships, and "Goal L" for pursue additional funding sources; (3) Zipline is referenced in the Spokane Downtown Plan with the Downtown Spokane Partnership as an attraction to program and activate public downtown spaces.

Council Subcommittee Review

Not Reviewed by subcommittee

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$	0	
Current Year Cost	\$	0	
Subsequent Year(s) Cost	\$	0	
<u>Narrative</u>			
Revenue generating permit.			
Amount		Budget Account	
Revenue	\$ 50,000	#	1400-54330-76901-36250
Revenue	\$ 12,000	#	1400-54330-76901-36284
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source Recurring			
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Permit is paid annually by permittee.			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Revenue generating			
Approvals		Additional Approvals	
<u>Dept Head</u>	MOOG, JONATHAN		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	KAPAUN, MEGAN		
<u>For the Mayor</u>	GBYRD		
Distribution List			
		jmoog@spokanecity.org	
parksaccounting@spokanecity.org		gjones@spokanecity.org	
rlentz@spokanecity.org		jkconley@spokanecity.org	

ORDINANCE C36703

AN ORDINANCE approving a Permissible Use Agreement between and among the City of Spokane, Spokane Parks and Recreation, Spokane Skylines, LLC and Epiphany Applied Concepts, Inc., for the construction, operation and maintenance of a zipline on and above City-owned property.

WHEREAS, the Spokane Park Board has approved a Permissible Use Agreement with Spokane Skylines, LLC and Epiphany Applied Concepts, Inc., together doing business as “Mica Moon,” for permissive use of City property to construct, operate and maintain a zipline on and above that City property situated west of Riverfront Park and south of the Spokane River, which agreement is attached to this Ordinance as Attachment 1 (hereafter, the “Agreement”); and

WHEREAS, Article V, Section 48 of the City Charter of the City of Spokane requires that certain agreements concerning park property for a period of more than three (3) years shall require approval by ordinance; and

WHEREAS, the Agreement has an initial term of 15 years with the option of a 5-year renewal thereafter; and

WHEREAS, the City Council has reviewed the terms and conditions of Agreement and has had an opportunity to review its related exhibits, and finds them to be suitable and appropriate for the purposes stated;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Approval of Permissible Use Agreement. The Permissible Use Agreement is approved by the City Council in compliance with Article V, Section 48 of the Charter of the City of Spokane, according to the terms and conditions set forth in the agreement.

Section 2. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Bid Response Summary

Bid Number RFP 5922-23
Bid Title Downtown Spokane Zipline
Due Date Monday, July 24, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Epiphany Applied Concepts Inc. , DBA Mica Moon
Submitted By RICHARD STEWART - Monday, July 24, 2023 12:56:36 PM [(UTC-08:00) Pacific Time (US & Canada)]
rik@micamoon.com 5095874020

Comments

Question Responses

Group	Reference Number	Question	Response
Pre-Bid Meeting & Tour			
	1	A pre-bid meeting & tour will be held on Wednesday, June 28, 2023: Starting at 10:00 A.M. starting at the Tribal Conference Room in the City Hall Lobby, 808 W Spokane Falls Blvd., Spokane Wa - there is a virtual link for the meeting part only in the RFP document.	AGREED AND ACKNOWLEDGED
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", 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.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
	6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES

7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Richard Stewart 509 218 6216 rik@micamoon.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Richard Stewart 509 218 6216 rik@micamoon.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	RFP Submittal.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	RFP Submittal.pdf
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

LETTER OF SUBMITTAL

Proposer: Epiphany Applied Concepts, Inc. DBA Mica Moon
Address: 23403 E. Mission Ave. Suite 1111, Liberty Lake, WA 99019
Contact: Richard (Rik) Stewart – President and Founder
Phone: 509-218-6216 (Mobile) | 509-587-4020 (Office)
Email Address: rik@micamoon.com
Website URL: micamoon.com
Organization: WA Sub-S Corporation (WA UBI# 603 217 002, Fed EIN # 45-5541148)
Established: 6/21/2012

Mica Moon's initial Mission Statement, written in 2012, included the goal to "...become the iconic outdoor experience in Spokane and the Inland Northwest." We could never have imagined that just nine years later we would be the #1-rated outdoor activity in Spokane on TripAdvisor for eight years running. We are the winner of Visit Spokane's "Small but Mighty" tourism award. We have an almost exclusive 5-star customer rating on Google, Facebook, Yelp, and TripAdvisor. Our "People's Choice" status on TripAdvisor puts us in the top 10% of ALL attractions in the world by virtue of actual customer reviews. Each year we host thousands of guests from every major US city and over 104 foreign countries in our zipline home in little old Liberty Lake. We have a hearty reputation in the industry and in the ACCT as a "World Class" attraction.

Much like the ziplines recently built at Niagara Falls, Spokane Skylines will offer a singular experience and breathtaking views of the largest urban falls in the US. The invitation to respond to this RFP and our winning of the contract to design, build, and run the zipline at Riverfront would be a natural and welcome step in our ongoing mission. We are pleased and grateful to have this opportunity and believe that doing at Riverfront that which we are already doing so well at Mica Moon, will create a truly amazing and iconic attraction for visitors of Spokane and Riverfront Park.



BY



Mica Moon and Synergo are corporations licensed to do business in the State of Washington and Operations would register with the City of Spokane and the Washington Department of Revenue for this new location. In addition to our corporate offices in Liberty Lake, the "Spokane Skylines" would have a ticket office on location. We plan to locate this skirted park model office on land provided by Avista as described in the included signed "Letter of Intent" between Avista and Mica Moon, and/or within the park elsewhere.

No current or former City employees have been employed by or on any of the contractor's governing board as of the date of the Proposal or during the previous twelve (12) months. We acknowledge that Mica Moon and Synergo will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City, neither has had a termination for default in the last 5 years.

Richard Stewart
President, Epiphany Applied Concepts, Inc. DBA Mica Moon

July 24, 2023

MANAGEMENT PROPOSAL

1) PROJECT MANAGEMENT – CONSTRUCTION TEAM STRUCTURE/INTERNAL CONTROLS

- a) Synergo Proposes the following Design and Construction Team Structure:
- i) Prime Contractor: Synergo, Portland OR: Founded in 1994, Synergo began by providing experiential outdoor programming to the Portland Community. From its humble Pacific-Northwest roots, co-owners Jennifer and Erik Marter have grown the organization over the past thirty years into an internationally recognized company specializing in the high-quality design and installation of challenge courses, zip line tours and aerial adventure parks. True to its origins, Synergo still delivers numerous transformational programs to youth and adults through our experiential education programs. Additionally, within the broad spectrum that is the industry today, Synergo's Training Department caters to the specialized needs of hundreds of clients each year, while its Training Department provides qualified course inspections using cutting edge tools and technologies across the nation. Synergo is an accredited full-service organization and Professional Vendor Member of the Association for Challenge Course Technology, performing installation, training, design, consultation, and inspections for clients across the United States.
 - (1) Erik Marter, Owner, and Founder since 1994: Erik has been the Project Manager for over 100 projects in the past 3 decades. He will assist with high level oversight and direction for the duration of this project and is the primary point of contact for design considerations. Erik's career has been formative in the direction of our industry. He served for a number of years as the Board Chair of the Association for Challenge Course Technology and continues working on improving the standard setting organization. Erik actively consults in the creation of legislation affecting the zipline and challenge course industry; working with regulators in multiple states to help guide their process.
 - (2) Kyle Bruser, COO since 2013: Primary responsibilities as regards this project include project tracking, Commissioning Process, Project Documentation, Quality Assurance. Kyle has been working with Synergo for over a decade, assisting with Project Management of over 50 Installations, Material Procurement, Inspections, Commissioning, and Logistics.
 - (3) Ezekiel Caldwell, Director of Construction since 2014: Ezekiel will be the primary point of contact for the duration of the installation, acting as liaison between the client and our team of installers, engineers, and fabricators. Ezekiel is responsible for writing bids, material sourcing, project design, scheduling, and material procurement.
 - (4) Razan Zainab, CAD Drafter and Designer since 2022: Working closely with our Engineering Partners and Internal Design Team, Razan assists in the creation and editing of our plan sets, 3D renderings and conceptual models.
 - (5) Scott Yeomans, Lead Builder since 2020: As a project foreman on the ground, Scott is responsible for installation, day to day scheduling, project timelines and onsite coordination and logistics.

- (6) Gage Bryers, Lead Builder since 2020: As a project foreman on the ground, Gage is responsible for installation, day to day scheduling, project timelines and onsite coordination and logistics.
- ii) Engineer Of Record: Miller Consulting Engineers, Portland OR: When Ray Miller founded MCE in 1978, the world of structural engineering was very different than it is today. The tools of the trade were limited to drafting tables, slide rules and simple calculators. These tools have largely been replaced by computer-aided drafting, building information modeling, and structural analysis software, but experience and engineering judgment remain the most important factor in Miller's designs. Awards include: 2022 Oregon Chapter ACEC Engineering Excellence Honor Award, 2022 Outstanding Aquatic Design Award from Athletic Business Magazine, 2020 Oregon Chapter ACEC Engineering Excellence Honor Award, 2019 Excellence in Structural Engineering Award (SEAO), 2019 DBIA National Design Build Merit Award. Synergo has collaborated with Miller on over 50 projects over the course of a decade.
- iii) Supplemental Engineering: Coffman Engineers, Spokane WA
 - (1) Tom Arnold, PE, Principal, Civil Engineering, DBIA, LEED AP
 - (2) Jeff Mitchell, PE, SE, Principal, Structural Engineering
- iv) Landscape Architects: Bernardo Wills, Spokane WA
 - (1) Dell Hatch, ASLA, Principal | Managing Director of Landscape Architecture
 - (2) Bill LaRue, ASLA, Associate | Landscape Architect

If a contract is awarded, qualified supplemental local trades will be hired under Synergo.

- b) Synergo Past Similar projects/Qualifying Experience
 - i) Restoration Oaks, Buellton CA, Current
 - (1) Scope: Zipline tour with primary and secondary brake systems.
 - (2) Project Details: We are designing and installing eight ziplines with braking systems, of which two will be tandem ziplines like the one proposed for Riverfront Park. Lines and platforms will similarly be built on poles. We have pulled permits from the County. California regulates commercial zipline and aerial adventure park operations, using ASTM F24 Standards. All installation considerations will fall within ASTM Standards.
 - ii) Sequoia Zoo Redwood Skytrek, Eureka CA, 2021
 - (1) Scope: Off-belay ADA accessible bridges and platforms in old-growth Redwood trees.
 - (2) Project Details: Working closely with the City of Eureka, the Sequoia Park Zoo, Community Members, Miller Consulting Engineers, and Consulting Arborists, Synergo completed a series of suspension and catenary bridges in old growth redwoods. The bridges and platforms are completely off-belay and accessed via an ADA accessible, 360' ramp that takes patrons to the beginning of the "Skywalk." The tour takes patrons to a maximum height of 100' off the ground. The Skywalk was recently named "The best aerial Adventure Park in the country in 2023 by USA Today 10 Best Reader's Choice Travel Award Contest." Full permit package submitted to the County.
 - iii) Lanai Adventure Park, Lānaʻi City, HI 2019
 - (1) Scope: Steel, two story Aerial Adventure Park with over 70 elements built into a pond with centralized viewing platforms on both levels, traditional team-building challenge

course set in trees, quad-ziplines, and kids aerial adventure park.

- (2) Project Details: Located in the interior of the semi-remote Hawaiian island of Lānaʻi, Synergo worked closely with Pulama Lanaʻi, Nordic PCL, Miller Consulting Engineers, K2 Engineering, and Twisted Metal Fabrication in the installation of a series of adventure amenities serving both the two Four Seasons resorts on island, as well as the local island residents and visitors alike. We pulled permits for this project and conducted an audit to ASTM F24 once complete.

iv) Girl Scouts of Western Oklahoma, Oklahoma City OK, 2019

- (1) Scope: Two steel towers over a lake, with there and back ziplines with ZipKea braking systems in the GO-CLOUD orientation.
- (2) Details: This project was a partnership between the Girl Scouts of Western Oklahoma and the Oklahoma City Zoo. Oklahoma State regulates Ziplines utilizing ASTM F24 Standards. Synergo worked closely with the Girl Scouts, the city, and the State in the installation and commissioning of these out and back ziplines. Steel towers were erected and bolted to concrete pads with internal staircases to access zipline launch and terminations. Miller Engineering served as the EOR and K2 Engineering out of Reno performed a 3rd Party ASTM F770 Audit for the documentation and proposed operation of the lines. The lines have been in operation since 2019.



FIG. 14.—Slipped square knot.

2) OPERATIONS MANAGEMENT – OWNER AND STAFF QUALIFICATIONS / EXPERIENCE

a) Mica Moon proposes the following Operations Team Structure:

i) PROPOSED: Spokane Skylines, LLC, a subsidiary of Mica Moon

(1) Mica Moon is in its ninth year of operation. In those years it has seen steady growth.

Mica Moon is almost perfectly suited to operating the ziplines at Riverfront Park. As the winner of the Visit Spokane's "Spirit of the Intermountain Northwest - Small but Mighty" award Mica Moon was officially recognized as Spokane's premiere tourist attraction. When the ACCT annual conference was scheduled to be held in Spokane in 2021, Mica Moon had the honor of being chosen by Visit Spokane to write an introduction to Spokane on the brochure that was handed out to the thousands of ACCT attendees. The conference was canceled due to Covid, but thousands of ACCT members learned about our amazing city. The brochure is attached in the appendix.

Our three-hour zipline tour and this zipline ride at the falls are distinct enough experiences that they will not compete and will most certainly cross-promote, driving traffic to both venues. Mica Moon's "top of the page" Search Engine Optimization (SEO), highly positioned results in google, and internet searches will be very beneficial to the success of the ziplines at Riverfront, especially in the initial years. Our established relationships with local businesses, schools, retirement communities, churches and clubs like the Boy and Girl Scouts will also benefit from the attraction at Riverfront Park.

ii) PROPOSED STAFF EXPERIENCE AND QUALIFICATIONS:

(1) Richard (Rik) Stewart, Principal, CEO

As the major shareholder and CEO, Rik will oversee Marketing and the Operations Team. Rik will also participate materially in securing permits and approvals in the phase 1 feasibility portion with the other design team members and coordinate with Synergo throughout the design and construction phase.

After securing start-up capital funding, Rik founded Mica Moon in 2012 and spearheaded permitting and property permissions on the 300+ acres upon which Mica Moon Adventure Park resides. Rik met with the County Commissioners and successfully amended the Spokane County Rural Conservation Zone, county wide, to allow for Commercial Recreational use under a Conditional Use Permit. Rik then successfully obtained a Conditional Use Permit and defended a legal suit challenging the hearing examiner's decision. The suit was eventually dropped and dismissed with prejudice. Rik spearheaded successful SEPA, HPA, Habitat management plans, geotechnical surveys etc.

In the subsequent 9 years he has accumulated specialized and valuable experience running the Inland Northwest's iconic and world class Zipline and Adventure Park. He has utilized these skills to excel in areas of marketing, staffing, risk

management, and creating a company culture of success. These business skills give him a skillset uniquely optimized for the responsibilities he will undertake at Spokane Skylines. Rik has been an active member of the ACCT since 2013 and has participated in continuing education courses at the ACCT for the duration of his membership.

(2) Heidi Stewart, Principal, CFO

Heidi will oversee the budget, expenses, and bookkeeping. She has been the CFO and COO for Mica Moon since 2015. Heidi performed payroll, paid and filed monthly/quarterly taxes, and year end tax preparation. She handled all accounts receivable and payable and oversaw the budget. She designed operations of tours and managed logistics of shuttling all guests to/from the office in Liberty Lake to the mountain. She managed the guide staff, oversaw scheduling, and performed regular safety meetings. She has assisted in guide training since 2016. Heidi has been a member of the ACCT since 2016.

(3) Drew Stewart, Principal, General Manager and COO

Drew will manage training, staffing and operations. He will also manage daily inspections, periodic inspections, and general business practices. Drew has been a guide, head guide, course manager, and general manager for Mica Moon. He managed the guide team and performed training since 2021. Drew is a certified course manager through Synergo. As course manager of Mica Moon, he oversees daily operations of tours, inspections, safety meetings and protocol. Drew has been an active member of the ACCT since 2016.

iii) SUBCONTRACTORS

(1) Synergo, LLC – Erik Marter (See [Project Management Section 1a](#))

(2) Active Travel Marketing Brad Moss, Founder, CEO.

Brad has contributed to the marketing success of Mica Moon since its inception and his company Active Travel Marketing is one of the premiere Digital marketing Companies in the world and specializes in online promotion of active travel industries. His portfolio and what Active Travel marketing does for us, including a mock up of what he will do for Spokane Skylines at Riverfront Park can be viewed at the following link: <https://pages.qwilr.com/Mica-Moon-at-Riverfront-W3Py0LlTeu1E>

(3) PE, SCJ Alliance - Scott Rivas, Scott will assist in the permitting process.

b) References

- i) Please see the attached letter of reference from Robert Monaghan. Besides being the principal owner of Hibbs Hallmark, one of the largest and most respected insurers of outdoor recreation in the country, Robert is a recognized industry expert in the ACCT. He often speaks at ACCT workshops or is included in panels for discussion on accident trends,

newest safety policies and liability issues. Robert has also provided a reference on behalf of Synergo in the same letter.

- ii) You will also find attached a letter of reference from Kyle Bruser who is also a respected ACCT expert. Kyle has been intimately acquainted with Mica Moon's operations, policies, and procedures since 2015.

TECHNICAL APPROACH

Mica Moon has assembled a group of private investors, each willing to invest between a hundred thousand and a million dollars. Many of the same group of previous private investors participated in Mica Moon's startup nearly ten years ago and have agreed to invest with us again in this new attraction. Exact terms and amounts from each investor are to be determined when Mica Moon has been selected as the winning proposer and the feasibility questions have been answered. Additional funding is available from newly acquired investors who are intrigued by the unique prospects that this attraction holds. Included is an example of a "Memorandum of Understanding" to document these commitments.

A line of credit from Washington Trust Bank, whom Mica Moon has banked with for 12 years, is planned to be dedicated specifically for expenses associated with this project. Additionally, my builder, Synergo, has been an investing partner in the past for construction expenses and has expressed a willingness to possibly do so in this case. It is important to note that due to the early stage of this RFP, and the requirement for a phase 1 contract for feasibility, finalized agreements with investors are not possible at this time. Mica Moon has access to the funds required to complete Phase 1 and could self-fund until the RFP bid and the feasibility and permitting phase is complete and construction and start-up investment can be finalized.

Both Mr. Stewart of Mica Moon and Erik Marter of Synergo will ensure that the design, feasibility, and construction portion of the project stays within budget. A 15% contingency in the budget will be used where materials price increases or other unforeseen and unavoidable expenses arise. Heidi Stewart will monitor the budget from an accounting perspective once operations begin, which she has done for Mica Moon for almost a decade.

Mr. Stewart and Mr. Marter used their distinct experience and perspectives to create a unique attraction on Mica Peak which has proven to be a winning recipe over the years. They have combined their talents and vision again and with "outside the box thinking" has created a unique and complete experience to be had at Riverfront Park's Spokane Skylines.

A unique design element in our proposal includes a portable, but skirted and permanent looking, practice zip on Avista property. This orientation zip will encourage the less adventurous guest, who would otherwise not be willing, to try the big lines under the bridge. It has been our experience that a well-designed orientation zip will vastly decrease the number of people who "bail" and greatly increase the number who will attempt the larger lines. It also offers a more affordable option to those who simply want to zip but can't afford the longer lines. From a marketing standpoint there is a well-known strategy associated with offering a "Premium Combo package" of both zips and perhaps even an extended Riverfront Park tour back to our ticket booth.

Another exciting aspect of our proposal is the construction of a larger "Observation deck" adjacent to the zipline landing east of Redband Park. This will offer zipliners that are perhaps part of a

group, an amazing view of the falls up the river and an opportunity to watch their friends come zipping in. This gathering place will have interpretive signage and benches for all to enjoy and will remain open to the Peaceful Valley Community for their use even when the zipline is closed and locked out. It is here that zipliners will wait, attended by staff, a few minutes for the next shuttle. All of this will limit the intrusion into Peaceful Valley and benefit the community with the observation deck. Sort of a Peaceful Valley version of A Place of Truths Plaza, complete with a mirrored view of the falls.

The stated goal of the RFP is to provide a "...major and compelling anchor attraction..." One that would "...support a thriving downtown experience." At the beginning at Mica Moon in Liberty Lake, what had what we perceived as a challenge or drawback associated with the CUP requirement to shuttle guests to and from our property on Mica Peak. This wrinkle became a hugely popular asset. We decided to have our driver give our guests a narrative describing the history, geology, and wildlife of Liberty Lake, the Saltese Flats and Mica Peak during the 15-minute shuttle drive. Instead of being a drawback, the "guided" shuttle ride has become a regularly mentioned and loved part of the zipline adventure. It is often mentioned fondly in our many 5-star reviews. We intend to do a similar and site specific "edutainment" narrative on the guided trip back to and through the park. These are just a couple of the unique add-ons that we propose will transform this experience from just a zipline ride to a major anchor attraction and a thriving downtown experience.

The proposed timeline for this can change dramatically if there are challenges in the permitting process. Of particular concern is the conditional use permit and associated construction variance and the requirement for a SEPA and habitat management plan. Once Phase 1 feasibility and assessment phase is complete a more manageable timeline can be predicted. Construction should only take about 4 months and operational preparation can take place concurrently.

OPERATIONS APPROACH

1) CUSTOMER EXPERIENCE: TICKET SALE TO DEBRIEF

a) Ticket Sales:

i) Customers will find Spokane Skylines through a multitude of ways. Any tourist visiting Spokane and researching things to do online will find Mica Moon listed at the very top. Our website, complete with dynamic video. These graphics and enticing descriptions of Riverfront Park and our ziplines there will catch their attention. Many guests will book online to reserve a spot and include an action-packed day at the park in their travel itinerary. Others will put this on their list of things to do next time they are downtown. Many of the thousands of loyal repeat customers at our zipline tour and adventure park on Mica Peak will also see this NEW offering online and reserve a spot or head downtown.

Many customers will find the attraction through our partners who will be selling our packaged premium deals. We plan to offer “Zip and Dip” packages with local rafting companies. “Zip, Dip, and Sip” packages can be offered by us and our partners with some of our more popular wineries and restaurants participating. We plan on offering ticket sales even with partners in Kendall yards and shuttling these guests to our zips.

Of course, many people who are already visiting the park will simply happen upon our centrally located ticket booth on Avista property and seeing people laughing and enjoying a zip on the practice zip, will jump in line. A large flatscreen TV will loop zipliners the lines under the bridge and they will want that experience as well.

A similar 75” flatscreen is located at the reception center in Liberty Lake for our 3-hour zipline tour experience. This monitor will also showcase the Spokane Skylines. After seeing the looping action video of happy guests taking in breathtaking views of the falls, many of these people will also become customers. Cooperative agreements with the park could also see substantial ticket sales as part of park offerings at the Loeff Carousal or Numerica Skyride and skate park locations.

Nine years of experience at our Mica Peak location has shown us that word of mouth and repeat business accounts for a huge percentage of our customers. Mica Moon is a leader in the industry in percentage of repeat customers. We have thousands of repeat local customers who, looking for ways to entertain visiting friends or family, think of the great experience that they had with Mica Moon and book again to share the experience with them. At this price point many more local people will bring visiting friends and family or make it an annual excursion to zip the falls as they have done at Mica Moon on Mica Peak.

b) The Zipline Experience:

i) After buying their ticket, guests will be conveyed via open air 6 to 14 seat electric vehicles to the take-off location at Place of Truths Plaza. A safely located “load and unload” pullout already exists on Main Street at the beginning of the ramp to the lower level of the plaza where the take-off platform will be located. Since ticket sales and safety briefings will all take place at more central park locations, like the Avista property, there will be no congregating or clutter at Place of Truths Plaza. Manageable groups, one shuttle at a time, will be directed to the new staging platform built on the east end of the plaza.

Two by two, guests will be let through the gate from the staging deck onto the take-off platform with the sending guide. Audio/Video communication equipment will allow the guiding staff members at each end of the zip to coordinate zip traffic in accordance with ACCT procedure. After ensuring that the lines are clear and the guests are comfortable and ready, the sending guide will do a recheck of the guest’s equipment and send the zipliners down the lines.

At the landing platform in Peaceful Valley the receiving guide will await the zipliners, operate the braking mechanism and unclip the guests upon their arrival. A quick debrief will be performed by staff as they are unharnessed. Our tradition of asking guests for a one-word description of their experience will continue to include the oft repeated word “AWESOME!”. Delighted guests will pass through the security gate to the observation deck. On this observation deck they can admire the view up the river, share pictures or video of their zip, or read historical interpretive signage while they wait for the rest of their party and the electric shuttle transport back to the park.

At regularly timed short intervals and when there are sufficient guests, the shuttle will transport them back to the park. Much like we do in our shuttle vans to Mica Peak, on the ride our driver/tour guide will give an informative and entertaining narrative regarding the history and geology of the Falls and point out other interesting facts. Depending on which package they bought, this “tour” can end after a quick trip to our ticket booth or be an extended tour through the park. This extended tour would further discuss native American history, the great fire of 1889, etc., all while highlighting other points of interest like the Radio Flyer, Garbage Eating Goat, Loeff Carousell among others. My discussions with STA have indicated that this transport idea does not conflict with their operations. It appears that should Mica Moon be selected to operate the ziplines Megan Duvall, the Spokane Historic preservation officer, would be happy to help us with this narrative.

Spokane Skylines affords a singular opportunity to create strategic partnerships with other downtown businesses and organizations. “Zip and Dip”, (zipline and whitewater adventure packages), are a popular partnership in the industry where it is logistically

feasible. “Zip and Sip” packages are even more popular, where ziplines partner with local restaurants or wineries. Some zipline operations have even offered a “Zip, Dip, and Sip” package for the truly adventurous who also want to unwind after a high adrenaline day. There are many potential strategic partners for these activities that are logistically a dream come true for potential partners and could bring a fresh injection of excitement and revenue to downtown business.

Outdoor aerial activities like zip lining are great platforms for team building, leadership, and recreational therapy facilitation. There are several organizations that Lars Gilberts, the VP of Equity & Community Development for Numerica Credit Union has been kind enough to introduce us to. We plan on partnering with several of these organizations. Recreational therapy is a remarkably successful way of facilitating fast and enduring growth in youth. It is equally effective for disadvantaged youth and those who have the world at their fingertips but need focus and direction. It is helpful to those with physical limitations, mental health challenges, and has been almost a miracle cure for those with PTSD.

We will expand our already robust community outreach. We receive solicitations for donations on a weekly basis throughout the year. Charities and other service organizations often approach us for auctionable gift certificates. We have participated in TV and radio campaigns that have benefited many groups and interests. Mica Moon has provided auction items and donations to dozens of organizations. Make a Wish, MDA, American Cancer Society, Wishing Star, Leukemia and Lymphoma Society, Rotary, Second Harvest, are just a few of those we have donated to. We have also supported dozens of schools, churches, senior nights, and private fundraisers.

Lars Gilberts, VP of Equity & Community Development at Numerica, has been kind enough to sit down with us and give us a list of causes and contacts that will be our neighbors there. We will continue to give away tickets, provide free passes and support community outreach and equity. Our presence in the downtown area will expand those opportunities dramatically with additional revenue and activities to share. We are excited to partner with organizations and causes specific to the neighbors that we will rub elbows with at Riverfront Park. We also intend to create leadership and team building activities for disadvantaged youth and aspiring young leaders.

We will announce regular “_____ Zip Free” days. (We plan to work with a variety of disadvantaged groups on these zip free days. This will be a specific time frame when disadvantaged groups can come and enjoy the ziplines free of charge or vastly discounted. We will also have promotions where a substantial amount of the day's revenue can be donated to particular causes such as homeless programs.

Mica Moon is in its ninth year of operation. In those years it has seen steady growth with a huge post-Covid bump in 2021 as people were anxious to get out and do things.

The Treetop Adventure climbing park was created in 2017 and has been a great second offering to the zipline tour. “Combo” packages, where guests book both activities in the same day have become extremely popular and have added to the profitability of both courses. In 2018 Mica Moon constructed our 3500’ canyon crossing zipline, “Big Mama”. With that addition we now host one of the longest and most spectacular ziplines in the western half of the continental US. An “East Course” at Mica Peak is just reaching completion and will be commissioned before next season to allow for a higher throughput of customers on currently sold-out days as well as a shorter tour option for an ever-increasing number of large corporate groups, schools, and church bookings.

c) Pricing and Ticket Sales Process

- i) Prices for the practice zip our first year will be \$11.95.
- ii) Prices for the dual Line Skylines under the bridge will begin at \$26.95.
- iii) A Combo package including the orientation zip AND the Falls Zip will sell for \$29.95.
- iv) A Premium Package of both zips and the extended shuttle tour will sell for \$34.95.

As described previously, tickets will be sold online, purchased on a mobile app at home or on site, at our ticket booth on Avista land or at currently existing ticket offices for the gondola ride or Carousel. Additionally, strategic partners will sell tickets and co-branded packages at their locations outside the park, downtown and in neighboring Kendall Yards. Hats, shirts, stickers, phone lanyards, photos and other concessions will be available for sale.

Safety measures associated with the ziplining activity and transport of guests is a fundamental and central part of operations at Mica Moon. As is our policy, all aspects of the design and operation are centered on prescribed protocols and redundancy. Dual lanyards, dual brake systems, dual communication methods are all part of design and culture. Mica Moon will only use ACCT and Industry prescribed equipment and guest gear. Our local operating procedures and methodology are all prescribed and reviewed by third party ACCT PVM’s and will continue to be in a site-specific fashion at the park zips. The models and brands to be used are outlined by Synergo in their contract with Mica Moon and are industry approved and certified for their use.

As we have done at Mica Moon for our entire 9 years of existence, mandatory, roll called, bi-weekly safety meetings will be held. Here policies, procedures and emergency plans are to be reviewed and discussed. This will ensure that our staff maintain their skills and are up to date with safety standards in the industry. A quick review of Mica Moon’s many 5-star reviews will reveal that our guides, their attention to safety, their confidence building attitudes, humor and service are the most often mentioned highlights of the ziplining experience.

Training will be performed periodically, as needed, in a group setting by certified ACCT PVM trainers. Each staff member will be certified with site-specific ACCT training and given a certificate certifying the completion of that training. Regular “In-house” training will supplement the ACCT certification training. Guides and staff will be trained specifically in the usage of gear, brake systems, policies and the procedures used on the lines that they are monitoring at Riverfront Park. Regular training for drivers will also occur.

At Mica Moon’s facilities on Mica Peak we have contracted with Spokane County Fire District 8 for emergency services. FD-8 has been an integral partner in the creation of our emergency services planning and inspected our property for accessibility. We have cleared and created two emergency services helicopter landing zones on our property at Mica Peak and pilots have been onsite to inspect their viability. Similarly, detailed emergency service partnerships and planning will be put into play at Riverfront Park and the associated emergency plan procedures will be formalized, memorized, and followed.

d) Course Maintenance

- i) Maintenance, servicing of equipment, gear, and the ziplines themselves are a regularly scheduled and well documented activity. These inspections and maintenance actions are recorded and logged for a detailed record for ACCT accreditation purposes. Daily pre-use inspections include checking and recording every aspect of the zipline equipment, course elements, and weather conditions.

Hours of Operation and operating schedule will be like those of the Numerica Skyrides. The ziplines will operate year-round and hours of operation will be adjusted for appropriate operation with regard to weather conditions. Staffing numbers and closures may also be affected by traffic in the park. It has been our experience that severely unfavorable weather conditions and air quality due to forest fires has a huge impact on our outdoor offering. Unlike the gondolas, the ziplines will not be affected by hot weather.

Minimum staff on-site to run the ziplines on a slow winter day is three and maximum staff required is eight. Generally, a crew of five could operate the lines and transportation. Mica Moon will train site specific staff. Some will be seasonal staff hired for the peak season and others year-round staff. Many staff and guides that work at the Mica Peak zip tour will be trained to work at Riverfront to facilitate sellout crowds associated with Hoopfest, Bloomsday, Pigout in the Park, etc.

The brake system on ziplines is the single most important mechanism. There are guide assisted zipline brakes and spring, friction or magnetic unassisted or automatic braking systems. Guide assisted braking systems are generally much more comfortable

and less abrupt than automatic systems providing for an overall more enjoyable experience. Automatic braking systems remove the chance for human error associated with guide assisted braking systems that could result in a collision and allow for faster turnaround and higher throughput.

The Gocloud/Zipkea braking system that Mica Moon will employ at Spokane Skylines is the best of both worlds. The guide assisted GoCloud brake allows the receiving or braking guide the ability to feather the brake and bring the participant in at the optimal speed for a comfortable landing. The Zipkea creates both an unassisted back up brake that removes human error from the braking equation and provides a capturing device. This capturing device helps to eliminate retrievals associated with participants not following instructions at the landing and zipping back out on the line, safety features of braking systems, harnesses, landing platform, communications etc.

The paragliding style Skyline skyTECH harnesses and skyTECH trolleys with handlebars are state of the art and will help accommodate those with special needs or ADA type limitations. The skyTECH harness is a hammock-like harness that is easier to use for those who are less ambulatory. Being a seat-less ride, ziplines are not subject to most ADA requirements but we will be able to accommodate many of those with special needs or limitations.

e) Free Tickets

Promotions for disadvantaged youth, charitable organizations, describe offers. How distributed. We will expand our already robust community outreach. We are solicited for donations weekly, throughout the year by charities and other organizations. We have participated in TV and radio campaigns that have benefited many groups and interests. Mica Moon has provided auction items and donations to dozens of organizations such as: Make a Wish, MDA, American Cancer Society, Wishing Star, Leukemia and Lymphoma Society, Rotary, Second Harvest, etc. We have also supported dozens of schools, churches, senior nights, and private fundraisers.

We intend to continue to give away tickets, provide free passes and support community outreach and equity. Our presence in the downtown area will expand those opportunities dramatically with additional revenue and activities to share. We are excited to partner with organizations and causes specific to the neighbors that we will rub elbows with at Riverfront Park. Lars Gilberts, VP of Community Outreach and Equity at Numerica has been kind enough to sit down with us and give us a list of causes and contacts that will be our neighbors there. We also intend to create leadership and team building activities for disadvantaged youth and aspiring young leaders.

This attraction, (through design, construction, and programming), will most definitely reflect the natural beauty, history, and culture of Spokane and its River. Most ziplines world-wide are the definition of responsible eco-tourism. From the rainforests of the Amazon to the mountains of Tennessee, ziplines depend on showcasing and protecting the natural environment in which they are found. This will also be the case at Riverfront Park. The location of the take-off platform, at the extreme east end of the Place of Truths Plaza with the ziplines hugging the retaining wall below, will preserve the viewshed above while simultaneously affording amazing views to the ziplining participant.

Platform footprints at both ends of the zipline cables are minimal. With the exception of dead or dying trees immediately ahead of the landing platform, no trees will need to be removed. Electric vehicles and minimal presence in the Peaceful Valley neighborhood will create a quiet and environmentally sound operation. Gravity is the power source for ziplines and is quiet and clean. The presence of staff and visitors should eliminate vagrancy and associated trash, drug paraphernalia and human waste present there now which is also an environmental win. The Electric Vehicle shuttle, as planned, will pass by several restroom facilities both on main street and within the park on its return path.

There are only a few requests that we as apropos would have from the City of Spokane other than those already outlined in the RFP. The proposer requests assistance, where possible, in facilitating the permit process to help facilitate an opening that coincides with the Expo '74 anniversary. Mica Moon also needs permission from the City and the park, under a conditional use permit, to transport participants up main street and through the park, (on designated paths) in 6 to 14 passenger electric vehicles. STA has been approached about this concept and indicated that it should not interfere with their operations. Avista and their engineers have been instrumental in providing technical help in this area and have indicated that charging stations can be provided for facilitating this environmentally sound method of transport. Their engineers have reviewed our preferred choice of electric vehicle. This report and specifications of the vehicles have been included. One of the transport vehicles will have ADA transport capabilities.

The final request of the City of Spokane and the park is the request to provide access at already existing locations to assist in ticket sales as well as a dedicated ticket booth spot within the central body of the park to utilize as a backup or additional location to the one currently offered in the Letter of Intent with Avista. Co-promotion of the zipline attraction in connection with other park attractions, events, strategic partners, and celebrations would be of value to all parties.

BUDGET AND COST (REVENUE) PROPOSAL

Synergo has provided the feasibility, design, engineering and construction budget, which has been included as an attachment. This budget is subject to change as the complex issues associated with feasibility, permitting and engineering are still in the early stages. Synergo has estimated that total cost to be around \$2million. This expense will be reflected in the operational costs as a debt service line item. Equity investment versus loans will also change the amounts in that line item and feasibility and associated costs will change how much equity will be involved. It should be noted that the pro-forma revenues and expenses will be substantially affected by these yet unknown factors.

According to my ACCT sources, common industry practice revenue share for public/private relationships like the one described in the RFP considering the pro forma revenue estimates of this attraction would be between \$40,000 and over \$80,000. The amenities provided by the public entity and the agreed improvements provided by the public party are the main drivers of that shared amount. In the case of this RFP, the proposer is responsible for almost all of the improvements.

The City of Spokane legal department has required a \$10 million dollar liability coverage. This amount is 5 times the accepted industry practice. This expense will be over \$110,000 annually and is a significant portion of the remaining revenue after other operational expenses are counted. In an effort to align this proposal with common industry practices associated with public/private relationships a slightly different approach had to be taken to address the additional costs.

We propose a permit fee paid to the City of Spokane in the amount of \$50,000 per year.

See Addendum 1 - Synergo Phase 1 Scope of Work Proposal and Cost Opinion for Spokane City Zip Line Project 7.20.2023.pdf
See Addendum Pro forma budget

EXECUTIVE SUMMARY

It would not be surprising if Mica Moon is the only submission received by the City of Spokane for this RFP. There are only a handful of companies west of the Mississippi that even meet the minimum requirements to respond with a proposal. Mica Moon as Operator, and Synergo as design and Build team member, are the two best suited of those few eligible companies. The other key members of the team in this endeavor are also the best to be found. Local companies, Coffman Engineering and Bernardo Wills landscape architecture, not only bring their own respected expertise but a comprehensive list of local sub-contractors, service, and material suppliers whom they have worked with over the years in the Spokane and downtown area.

Mica Moon is perhaps the only zipline company that has the passionate belief that the extremely expensive and challenging feasibility, engineering, and permitting phase of this project will be justified by the beauty, excitement, tourist draw and financial impact to downtown and the park of this soon to be iconic attraction. It is our firm belief that the viewsheds currently found at the Place of Truth Plaza and in the wooded area east of Redband park will quickly improve, being replaced by a steady stream of eager local fun seekers and tourists who will appreciate not only the exciting new attraction but the beautiful setting nearby.

Mica Moon's vision for Spokane Skylines has always been much more than just a zipline ride. Our dream since the plans were first made public has always been for a complete experience, an iconic anchor attraction at the park. This is why in 2019, in anticipation of the possible release of a future RFP, Mica Moon signed the Letter of Intent with Avista. Their willingness to possibly provide land for the practice zip and ticketing booth centrally located in the park eliminates crowds at the Plaza and maximizes the zipline experience. Avista's charging stations and resultant environmentally sound Electric transport vehicles with guided tour guide drivers play perfectly into Mica Moon's 2012 mission statement which states "...creating lifelong memories that friends and family will talk about for years to come."

This attraction could be exactly what the downtown area and Riverfront needs post-Covid.

IMAGES

ADA Electric Vehicle with Ramp



Existing Ramp to Takeoff Platform ADA



Lower Ramp At Takeoff



Another View of Zip Line From View Shed South Perspective Long Shot



Place of Truths Uncluttered Viewshed with Zipline in Place



Takeoff Platform Looking at Place of Truths Plaza



Viewshed from Library– Zip Line Not Visible



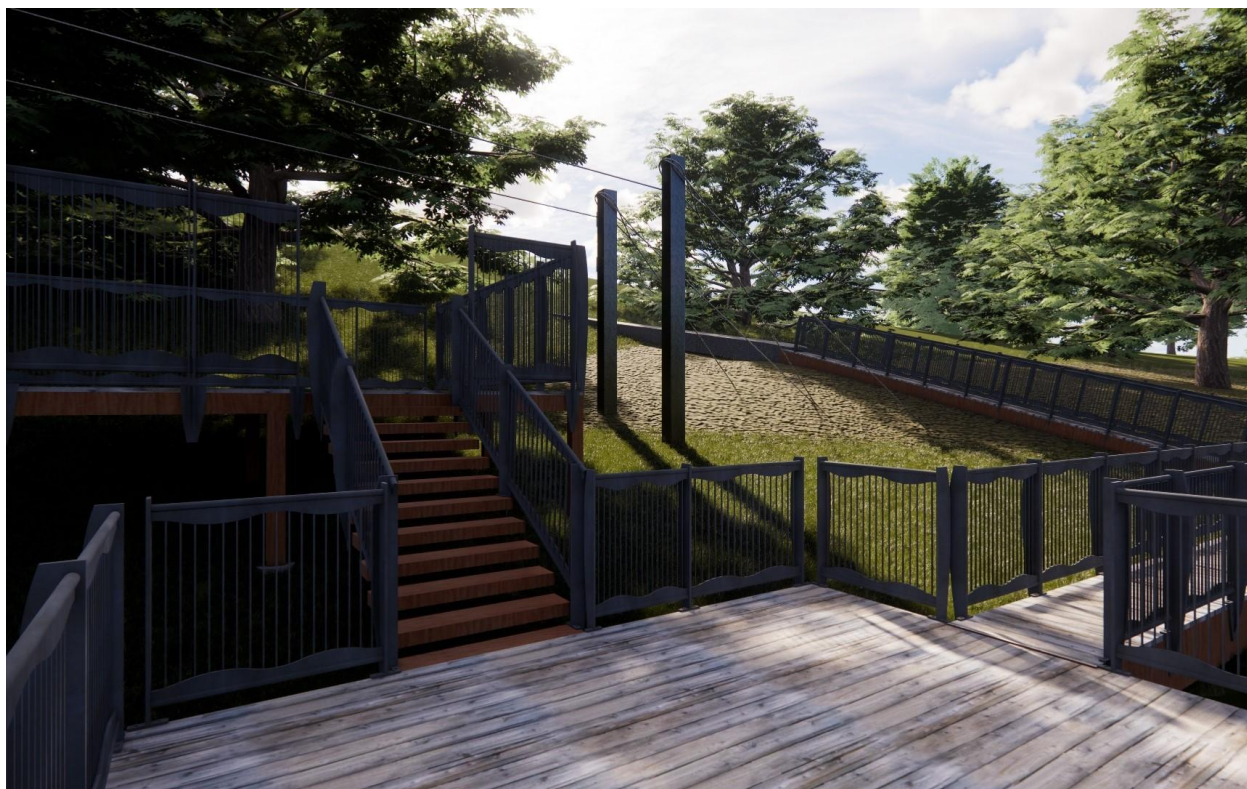
Place of Truths Plaza Viewpoint now



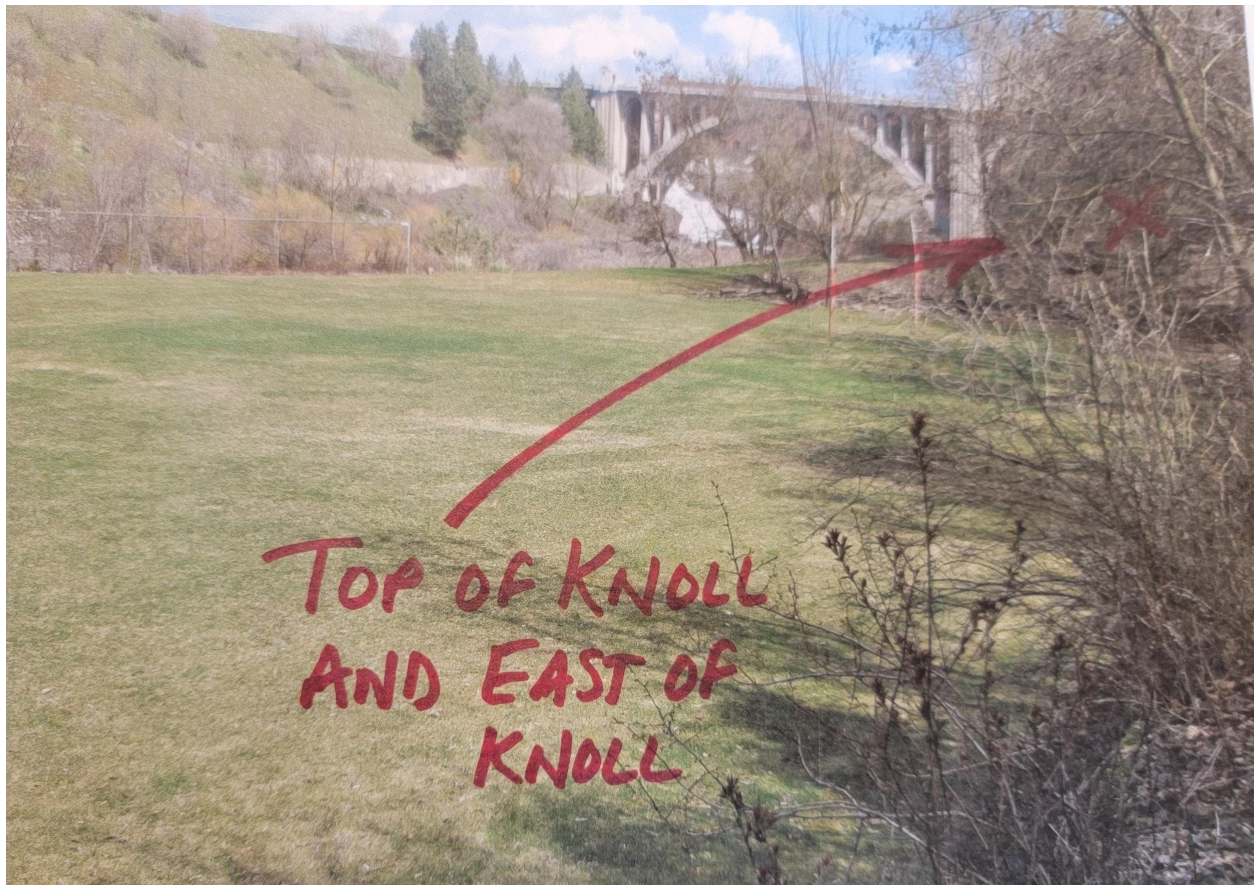
Proposed Path Up To Main Street



Landing Concept at Redband Park with Observation Deck and Ramp



Redband Park Top of Knoll



Pathway to cleanup for Electric Vehicle Route Out of Redband



Historical Redband Park Top of Knoll



Where path empties on Main (Note noxious weeds)



Mica Moon Visitors Map (Global and USA)





Letter of Recommendation

Synergo, LLC
15995 SW 74th Ave #200
Portland, OR
97224
(503) 746-6646

7.20.23

To Whom it May Concern,

Synergo has been working with Rik and Heidi Stewart since 2015 when we originally installed their Zipline Tour.

Since that time, we have conducted numerous annual inspections and trainings on their course, as well as installed an adventure park on the property. Mica Moon has a proven track record of safety and addresses any maintenance on the course as outlined during their annual inspections in a timely manner. It is clear safety is their number one priority, followed closely by taking care of their employees and clientele.

Additionally, they are major presences at our Industries' annual conference, held in a different US City each year, attending workshops and forums, and offering their professional opinions on a wide array of industry-relevant topics. We work with hundreds of clients each year, and often encounter ownership teams that are relatively hands off in operating their courses, preferring the management team onsite to handle the day-to-day logistics. Refreshingly, Rik and Heidi have always been and continue to be a major presence in the operations of their courses, allowing them to make timely and informed decisions around various issues as they arise and support their employees from the ground up.

The success of their operations over the past 8 years is a testament to their professionalism, intelligence, and most importantly, their enormous hearts.

We truly value our partnership with the Stewarts and look forward to many more years working together.

Best regards,

Kyle Bruser

Chief Operating Officer, Synergo, LLC



Hibbs ♦ Hallmark & Company
Insurance Agency

City of Spokane, Purchasing

Attn: Thea Prince -RFP Coordinator

915 N Nelson St

Spokane WA 99202

RE: RFP #5922-23

Epiphany Applied Concepts, Inc. dba Mica Moon

Dear Thea,

I understand my client has submitted a proposal related to FRP #5922-23 and I would like to provide some supporting information.

We provide Property and Casualty coverage to Epiphany Applied Concepts Inc., insuring their zip line operation and have since 2016. They are insured through a national program I developed 25+ years ago for this industry. The program is insured by Markel Insurance Company, who is rated A+15. To qualify for this program the insured must subject themselves to annual inspections from ACCT PVMs to assure compliance with ACCT national standards for construction. We also require them to have a formal documentable staff-training program as well as daily course inspections. This is addition to the normal underwriting due diligence insurance company perform. They have to demonstrate they have the business acumen and experience required. I am pleased to state; they have demonstrated these practices since day one.

Since 2016 to present, they have reported one incident for consideration under their General Liability policy and \$615 was paid. It was a first aid injury. They have an excellent record of accomplishment and this can be validated through company loss runs.

The two owners are very active in their industry association, ACCT, and I see them each year at the conference attending workshops and networking with other operators and professionals.

My understanding is they will need to increase their limits of General Liability coverage and we have already received commitments from the company underwriter to provide the higher limit if they awarded the contract.

I noticed in the RFP that you mention Synergo performed informal site assessment. We insure Synergo as well, and highly recommend them as a builder. They have an excellent history and are very active in ACCT governance.

Sincerely

Robert P. Monaghan CIC

President

Heidi Stewart

Chief Financial and Chief Operations Officer

Liberty Lake, WA

509-217-8052

heidi@micamoon.com

Experience

2015 - Present

Chief Financial and Chief Operations Officer, Mica Moon

- Designed protocol and operations for Mica Moon Zip Tours
- Collaborated with global partner Synergo to implement top-of-the-line safety protocols and training
- Oversaw daily operation of zip tours, aerial tours, and catering
- Hired, trained, and managed all zip guide staff
- Maintained payroll, and federal and state payroll taxes
- Managed customer relations and guest experience
- Won TripAdvisor's People's Choice Award - Top 10% of all tours worldwide, Rated #1 Outdoor Activity in Spokane
- Earned over 2500 5-star reviews on Google, TripAdvisor, Facebook, Yelp, etc.

2012 - Present

Controller, Liberty Lake Portal, LLC

- Conducted all bookkeeping, payroll, filing of quarterly taxes, and annual tax preparation
- Responsible for collecting rents from 59 tenant lease accounts
- Coordinated and executed all tenant appreciation and events

Education

1988-1992

Bachelor of Arts, Brigham Young University

- Communications Major
- Business Management Minor
- Music Minor



Drew Stewart

Zip Line & Aerial Park Operator

Zip line and aerial park operator for Mica Moon Zip Tours. Years of industry-specific experience, coupled with relevant certifications and training make this individual a qualified professional. Being an ACCT certified guide, course manager, and trainer has provided all the necessary skills to operate and manage a zip line, aerial adventure course, and team in accordance to ACCT standards.

Contact

Phone

(509) 850-6438

Email

drew@micamoon.com

Address

23403 E Mission Ave. Suite 111
Liberty Lake, WA 99019

Education

2021

Bachelor's Experience Design
BYU Marriot School of Business

2016

Associate of Arts - Communication
Spokane Community College

Certifications & Training

- Member of ACCT since 2015
- 2023 Zip Line and Challenge Course Full Certification through Synergo ACCT PVM
- 2022 Certified American Red Cross First Aid/CPR/AED Instructor
- 2021 Certified Events Planner
- 2020 Certified Sales Team Leader

Language

2019 Portuguese Certified Fluent

2019 Spanish Certified Fluent

Experience

2018 - Present

Mica Moon Zip Tours | 23403 E Mission Ave Ste 111 Liberty Lake, WA

Zip Line & Aerial Operator

- Facilitated the hiring, training, and management of staff following ACCT guidelines to maximize team safety skills and performance.
- Principle liaison between marketing team and Mica Moon to represent company's mission and interests.
- Oversee meeting financial targets through close monitoring of expenses, labor hours and supply use.
- Perform specialized periodic inspections of course and necessary maintenance to keep course in line with ACCT standards.
- Lead bi-weekly team safety trainings to ensure team skills are maintained and up to date with recent industry trends.
- Train team in soft skills to create positive customer experiences and mitigate fear.

2015 - Present

Mica Moon Zip Tours | 23403 E Mission Ave Ste 111 Liberty Lake, WA

Aerial Adventure Guide

- Ensure guest safety and facilitate guest outdoor experience to be memorable and meet company mission.
- Periodically certified by passing a written and practical exam administered by a ACCT third party PVM.
- Received hundreds of 5 star reviews meant

2019 - 2021

Aptive Environmental | 191 River Park Dr. Provo, UT

Sales Representative/Team Leader

- Facilitated new hires, sales employee training, and route manager.
- Represented company interests through monitoring customer's services treatments.
- Trained and mentored new employees to maximize team performance and achieve daily performance objectives
- Sold pest control agreement door-to-door.

References

Kevin Trump

Lead Trainer, Synergo

Phone: (609) 234-1437

Email: kevin@teamsynergo.com

Jacob Gill

Sales Professional, Aptive Environmental

Phone: (509) 578-0237

Email: jtgill16@gmail.com



SYNERGO, LLC
15995 SW 74TH AVE, #200
PORTLAND, OR 97224

Project Proposal

City of Spokane Zip Line RFP

ATTN: Rik Stewart and RFP Coordinator Jonathan Moog

Spokane City Hall

Spokane, WA 99201

July 20, 2023

Dear Rik Stewart and RFP Coordinator Jonathan Moog,

Here's the proposal for the scope of work that we discussed for the tandem zip line. Please review and let me know if you have any questions. A couple things that I'd like to note;

- This is VERY preliminary, but I wanted to capture as many of the potential costs as possible up front.
- Design and Engineering is estimated for total project. 30% Phase 1 estimate may be established based on permitting requirement findings.
- Many items included are what I recommend for 10 years of high-capacity operations. There are savings in different materials that we can address, but this is the premium budget.
- The budget also assumes that Synergo is GC'ing the entire project; including site control, pathway improvements, civil work, all construction, etc. based off our current knowledge of the project scope of work.
- Housing charges are included for Synergo's crew for the aerial portion of the project as well as supplemental project management.
- I'm assuming that we'll hire a local PM and Super so we're not paying travel expenses for someone for the duration of the project.
- A reasonable contingency of approx. 15% has been included for unexpected site conditions, construction issues, and possible omissions, ambiguities or inconsistencies in the project plans and specifications, etc. The contingency reserve is to be used, as required, to pay for any such increased project costs.
- Special studies including traffic, SEPA, environmental impact statements, air quality, seismic, etc. are not included. A SEPA environmental checklist may be required by the City.

Give me a call, we can walk thru this together and we'll go from there.

Regards,

Ezekiel Caldwell

Director of Construction
Team Synergo
c. [360.975.0023](tel:3609750023)
o. [503.746.6646](tel:5037466646)
ezekiel@teamsynergo.com
www.teamsynergo.com

Preliminary Project Proposal

1) Phase 1&2 Design, Engineering, and Commissioning \$281,256.81

Phase 1 Design and Engineering \$124,950.52

Synergo In-House CAD Drafting | For Engineering

Synergo Design Renderings | For Project Preliminary Design

Engineering, Structural | Miller Consulting Engineers

Engineering, Civil | Coffman Engineers

Landscape Architecture, Bernardo Wills

QSI Inspection | By Structural EOR |

Permits | By Ownership |

Phase 1: Assessment and Feasibility

- Topographical Survey (by Coffman Engineers)
- 30% design of zip line system (by Synergo Design-Build Team)
- 30% of civil, structural and electrical designs (by Synergo / Coffman Engineers)
- Financial Opinion of Cost breakdown

Site Survey:

Prepare a topographic and site survey of the anticipated locations for new platform and landing area. See attached Exhibit A for the site-specific areas included. The topography map will show all surface features and areas of concern for Phase 1 and Phase 2 site design. The survey map will be prepared using Civil 3D 2020 and will include the following items:

- Topography at one-foot contour interval.
- Existing utilities on and adjacent to each site. Utilities will be based on surveyed information and as-built plans of the area provided by the City of Spokane. The City of Spokane shall have utility locates done prior to beginning survey work. Existing site features such as structures, trees (greater than 6" diameter), fences, existing pathway/play areas. Elevation of the ground and underside of the arch for the Monroe Street Bridge to verify clearances for the zipline.
- Aerial drone will be used to capture areas not accessible and to provide a background map. Best to be completed in the fall of 2023.
- Washington State Plane Coordinate System along with NAVD88 elevations will be utilized.
- Property boundaries are to be shown from existing surveys, deeds, plats and found monuments.

Construction Staking:

Provide staking for each of the elements listed below on a onetime basis. Location of foundations for platform and landings. Grading stakes for the improved pathway for the landing area (limited to one site trip)

Structural:

Foundation and anchorage design of the zip line cable supports at both upper and lower terminations. Foundation design for upper platform supports. Foundation design for landing area and lower platform/deck. Structural design of launch and landing structures. Structural specifications will be included on the drawings in the form of General Notes.

Electrical:

One-line diagram, electrical load calculations, and drawings showing normal power distribution equipment. Electrical drawings showing locations of lighting fixtures and receptacles at landing platforms.

We assume that emergency back-up power is only required for egress lighting and life safety equipment which will be provided by back-up batteries. Electrical specification will be provided on the drawings.

Synergo Design Renderings	40 hours
Synergo In-House CAD Drafting	80 hours
Engineering, Structural Phase 1 (30%) Engineer's Project Review	.3 each
Engineering, Civil Phase 1	1 each
Architecture, Landscape Phase 1	.3 each
Permits (Preliminary Budget)	1 each

Phase 2 Design and Engineering

\$156,306.29

Synergo In-House CAD Drafting | For Engineering

Synergo Design Renderings | For Project Preliminary Design

Engineering, Structural | Miller Consulting Engineers

Engineering, Civil | Coffman Engineers

Landscape Architecture, Bernardo Wills

QSI Inspection | By Structural EOR |

Permits | By Ownership |

Phase 2: Final Designs and Review

- 70% of design, technical detail drawings, fabrication drawings, of zip line system (by Synergo Design-Build Team)

- 70% of civil, structural and electrical designs (by Synergo / Coffman Engineers)

- 70% Architecture and Landscaping Design (by Bernardo Wills)

- Financial Opinion of Cost Updates

Synergo In-House CAD Drafting	50 hours
CAD Detailing-- Structural Steel	1 each
Engineering, Structural Phase 2 (70%)	.7 each
Engineering, Civil, Phase 2	1 each
Architecture, Landscape Phase 2	.7 each
QSI Inspection	1 each
Acceptance Inspection	1 each
Commissioning	1 each

2) Phase 1 Pre-Construction		\$25,331.72
Geotechnical Report		\$5,000.00
Geotech report of key points within desired layout for design standards. May be possible to use existing Report if available.		
Allowance: \$5,000.00		
Original Budget		
Geotech Report	1 each	
Option - To be specified by client		TBD
Phase 1 Pre-Construction Project Setup and Support		\$16,656.72
Project management for site visit, pre-construction and preliminary design/engineering support. 40 hours		
Labor-- Project Manager	120 hours	
Phase 1 Pre-Construction Site Visit		\$3,675.00
Phase 1 Site Visit Project Scope of Work: Upon contract award from the City:		
Preconstruction site visit and confirmation of layout and design criteria. The initial project kickoff site visit trip duration should take 1 full day onsite confirming specific locations and shall have the following objectives:		
<ul style="list-style-type: none"> • Identify and develop ultimate scope of work for Phase 2. • Associate key players with Roles and Responsibilities for Phase 1 & Phase 2. • Identify State, City and County requirements for all/ final project permitting. • Confirmation of original site layout. Specific locations will be finalized and tagged. • Synergo Key Staff: Erik Marter, Jennifer Marter, Ezekiel Caldwell, Nate Pfefferkorn, Kyle Bruser 		
Project Deliverables:		
<ul style="list-style-type: none"> • Phase 2 Final design and engineering package. • Identify applicable design standards as required by Jurisdiction of Authority. • Identify subcontractor list for determined services. • Develop final scope of work for project budget. 		
2 site visits, including the City Pre-Bid RFP meeting.	2 each	
3) Phase 2 Project Setup and Support		\$527,888.47
Construction Contingency Fund		\$240,000.00
Contingency 15% of total estimate	1 each	
Construction Project Management		\$138,805.97
PM for duration of the project		

Labor-- Project Manager

1,000 hours

Direct Project Expenses

\$128,625.00

Construction Insurance Requirements, Vehicle Insurance Requirements, Construction Bond (if required)

Construction Burden Expenses	1 each
Insurance Adjustment-- Construction	1 each
Insurance Adjustment-- \$1M Vehicle Policy	1 each

Shipping/Freight

\$20,457.50

Purchase and ship one 40' Conex container to site.

Allowance: \$20,457.50

Original Budget

Trucking	1 each
Freight Shipping	1 each
Shipping back to Synergo	4 each
Package Shipment Allowance	15 each

Option - To be specified by client**TBD****4) Construction Site Control****\$147,963.01****Construction Trailer**

\$22,050.00

Trailer Rental for duration of the project

Allowance: \$22,050.00

Original Budget

Construction Trailer- Monthly Rental	4 months
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Option - To be specified by client**TBD****Heavy Equipment**

\$41,815.77

Skid Steer, Auger, Mini Excavator for installation site prep.

Not Included: Machinery for earthwork, pathway improvements, or access roadways.

Allowance: \$41,815.77

Original Budget

Rental, Skid Steer w/Auger and Attachment	.5 months
Rental, Mini-Excavator, 6 ton	1 months
Rental, All-Terrain Forklift, 9000lb,	3 months
Crane Rental	5 days

Option - To be specified by client**TBD**

Site Control-- Fencing \$19,555.56

Temp Fencing. Per 10-panel section/1-month rental

Allowance: \$19,555.56

Original Budget

Temp Fencing per Section 4 each

Option - To be specified by client **TBD**

Site Control Permitting \$40,425.00

Permitting allocation fund for all site control related specs.

Allowance: \$40,425.00

Original Budget

Cost plus 10% on above special order items 1 each

Option - To be specified by client **TBD**

Site Sanitation \$5,000.01

Porta-Potty and hand wash area. Per Month

Allowance: \$5,000.01

Original Budget

Porta-Potty 6 months

Hand Wash 6 months

Porta-Potty 6 months

Option - To be specified by client **TBD**

Temporary Traffic Control \$19,116.67

Roadway barriers and traffic diversion.

Allowance: \$19,116.67

Original Budget

Traffic control plan 1 each

Temporary Traffic Control LUMP SUM ESTIMATE 1 each

Option - To be specified by client **TBD**

5) Landing Area Improvements **\$302,555.56**

Electrical and Lighting-- Preliminary Budget \$147,000.00

Pathway lighting, platforms lighting, video surveillance, misc. power at site. Funding Allocation.

Allowance: \$147,000.00

Original Budget

Electrical, lighting, security surveillance 1 each

Option - To be specified by client	TBD										
Landing Area Site Work-- Preliminary Budget	\$155,555.56										
<p>Property clearing includes removal of trees/brush from property within limits of disturbance and as defined for removal on site development plans. Stumps to be ground or removed per Ownership discretion and debris removed from property. Live trees that are not called out for removal shall remain. Dead trees outside of limit of disturbance can not be removed by Contractor. Builder to use discretion in winter months regarding live/dead trees within limit of disturbance and ride clearance envelope.</p> <p>Contractor shall spread existing topsoil on disturbed areas if applicable. Once topsoil is placed, builder shall rake seed and stabilize disturbed site with straw. Once seeded, it is Owner's responsibility to irrigate, fertilize, and maintain yard. Additional topsoil required due to lack of existing topsoil generated on-site is not included in agreement.</p> <p>Exclusions from Agreement: Rock De-watering Unsuitable or unstable soil conditions Hidden/Undisclosed wells, tanks, pits, etc. Hauling expenses except as related to demolition.</p> <p>Allowance: \$155,555.56</p> <p>Original Budget</p> <table> <tr> <td>Lot Clearing and Rough-In</td><td>1 each</td></tr> <tr> <td>Fill Dirt and Rock Material</td><td>1 each</td></tr> <tr> <td>Pathway Improvements (Light Vehicle)</td><td>1 each</td></tr> <tr> <td>Topsoil, seed and stabilize</td><td>1 each</td></tr> <tr> <td>Shoring, Water bars, Erosion and Sediment Control</td><td>1 each</td></tr> </table>		Lot Clearing and Rough-In	1 each	Fill Dirt and Rock Material	1 each	Pathway Improvements (Light Vehicle)	1 each	Topsoil, seed and stabilize	1 each	Shoring, Water bars, Erosion and Sediment Control	1 each
Lot Clearing and Rough-In	1 each										
Fill Dirt and Rock Material	1 each										
Pathway Improvements (Light Vehicle)	1 each										
Topsoil, seed and stabilize	1 each										
Shoring, Water bars, Erosion and Sediment Control	1 each										
Option - To be specified by client	TBD										
8.1) Tandem Zip Line Structural Components	\$405,873.83										
Concrete Footings	\$93,100.00										
<p>Budgeting Estimate Only. Start tower and landing platforms structural footings and Deadman guy anchor footings</p> <p>Allowance: \$93,100.00</p> <p>Original Budget</p> <table> <tr> <td>Start Tower Footings-- Contract Item</td><td>1 each</td></tr> <tr> <td>Landing Platform Footings-- Contract Item</td><td>1 each</td></tr> <tr> <td>Start Deadman Anchors</td><td>1 each</td></tr> <tr> <td>Landing Deadman Anchors</td><td>1 each</td></tr> </table>		Start Tower Footings-- Contract Item	1 each	Landing Platform Footings-- Contract Item	1 each	Start Deadman Anchors	1 each	Landing Deadman Anchors	1 each		
Start Tower Footings-- Contract Item	1 each										
Landing Platform Footings-- Contract Item	1 each										
Start Deadman Anchors	1 each										
Landing Deadman Anchors	1 each										
Option - To be specified by client	TBD										
Go-Cloud Braking System w/ZipKea--Tandem Lines	\$37,158.13										

System installed on steel pole supported zip line. ZipKea Primary Brake installed on Go-Cloud rope system with AutoPrussik EAD backup and Spring system redundant backup.

Allowance: \$37,158.13

Original Budget

7x19 Aircraft Cable 3/8" (per foot)	3,000 l.f.
Wire Rope Thimble, Heavy Duty- 3/8"	4 each
Copper Oval Ferrule - 3/8"	8 each
Fist Grip 3/8" - domestic	6 each
Suspension Clamp 3/8" 0.16-0.46	4 each
3/8" Quick (Rapid) Link	8 each
1/2" x 6" Lag Screw	1 each
Rock Exotica Pulley	4 each
Rock Exotica Omni-Block 2.0 (Dbl/Blk)	2 each
LEAP Anchor	1 each
Leap Anchor Lag Screw 5/8" x 7" Galvanized	1 each
Daisy Chain-- CMI 24"	1 each
ZipKea 8-Wheel	3 each
ZipKea EAD Autoprussik	2 each
Springs-1' various lengths	16 each
skyTECH Spring Brake Spacer	16 each
Polydacron Rope - 3/4"- per foot	10 l.f.
Rope--KMIII 8mm New England, blk	300 l.f.
Labor-- Lead Builder	40 hours
Labor-- Rigger	40 hours
Labor-- Rigger	40 hours
Labor-- Foreman	40 hours

Option - To be specified by client

TBD

Guy Line Systems

\$18,682.23

Anchorage and Guy Cables from towers to deadman anchors.

Allowance: \$18,682.23

Original Budget

6x26 Aircraft Cable 1/2" Super Swaged (per foot)	1,500 l.f.
Copper Oval Ferrule 1/2"	40 each
Fist Grip 1/2" - Domestic	60 each
5/8" Bolt Type Anchor Shackle w/Nut & Pin Galv Dom	12 each
3/4" Screw Pin Anchor Shackle Galv Dom	12 each
Simpson Strong-Tie PAB7-24 7/8" x 24" Pre-Assembled Anchor Bolt	48 each
Assembly	
Anchor Knife Plate	12 each
Labor-- Lead Builder	24 hours
Labor-- Rigger	24 hours
Labor-- Rigger	24 hours

Option - To be specified by client**TBD****Tandem Zip Line System****\$37,664.32**

Zip Line system only. Structural components are line itemed out.

Allowance: \$37,664.32

Original Budget

Guy Cable-- 6x26 Aircraft Cable 1/2" Super Swaged (per foot)	1,000 l.f.
Zip Line Cable-- 6x26 Aircraft Cable 1/2" Super Swaged (per foot)	3,500 l.f.
Copper Oval Ferrule 1/2"	60 each
5/8" Bolt Type Anchor Shackle w/Nut & Pin Galv Dom	16 each
Wire Rope Thimble - Heavy Duty 1/2"	32 each
Drone Fee	8 hours
Labor-- Rigger	40 hours
Labor-- Rigger	40 hours
Labor-- Rigger	40 hours
Labor-- Lead Builder	40 hours
Labor-- Foreman	40 hours

Option - To be specified by client**TBD****Zip Line Platform, Tandem, Landing Side****\$67,266.59**

Tandem zip line platform. 20' x 20'. Steel structure base with steel railing system and Fiber Grate Decking. 6' guardrails with collapsible front guardrails. Two locking gates for access control. Concrete pier footings are included in 'Structural Components' section. Installation cost estimate from top of concrete is included.

Allowance: \$67,266.59

Original Budget

Structural Steel Components (Estimate only)	1 each
Fiber Grate Decking	400 s.f.
Decking Retention Clips Provided by Fibergrate "M" clip for I-Beam.	30 each
Labor-- Lead Builder	40 hours
Labor-- Rigger	40 hours
Labor-- Ground Laborer	40 hours
Misc. Building Materials	1 each

Option - To be specified by client**TBD****Zip Line Platform, Tandem, Launch Side****\$152,002.56**

Tandem zip line platform. 10' x 20' top platform with separate access rampway. Steel structure with steel railing system and Fiber Grate Decking. 6' guardrails with sliding front guardrails for launch control. Two locking gates for access control. Concrete pier footings are included in 'Structural Components' section. Installation cost estimate from top of footing is included.

Allowance: \$152,002.56

Original Budget

Structural Steel package	1 each
Fiber Grate Decking	300 s.f.
Decking Retention Clips Provided by Fibergrate "M" clip for I-Beam.	70 each
Labor-- Foreman	80 hours
Labor-- Lead Builder	80 hours
Labor-- Rigger	80 hours
Labor-- Rigger	80 hours
Labor-- Ground Laborer	80 hours
Misc. Building Materials	1 each

Option - To be specified by client**TBD****8.2) Operational Misc..****\$291,137.22****Gear****\$76,394.72**

Guide Gear-- Singing Rock Harness, Petzl Trac Guide Trolley, Petzl Rig, Synergo Diddy Bag, Zip Line Gloves, Petzl Helmet, Robertson Fusion Lanyards.

Guest Gear -- Paragliding style Skyline skyTECH harnesses and skyTECH Trolley's with handle bars.

Allowance: \$76,394.72

Original Budget

skyTECH Rocket Trolley - M8 Seated with Crossbar set up	20 each
skyTECH Twin Harness - Stainless Steel Hardware - Large	6 each
skyTECH Twin Harness - Stainless Steel Hardware - Medium	15 each
skyTECH Twin Harness - Stainless Steel Hardware - Small	6 each
Guide Gear	10 each
Austri-Alpin Powerfly Twin Harness Carabiner	32 each
skyTECH Harness Back Up Dyneema Lanyard - 70" (Large)	27 each
Spare Parts/Wear parts that will be seen over a year	1 each
skyTECH Manual Launcher	2 each

Option - To be specified by client**TBD****Observation Deck****\$79,625.00**

Observation deck above zip line landing deck. Open to the public for all viewing of the landing area and river.

Allowance: \$79,625.00

Original Budget

Construction Allocation	1 each
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Option - To be specified by client**\$0.00****Training and Documentation****\$12,617.50**

Commercial Zip Line Training Package; 1 trainer to 10 trainee's, 5 days total.

Policies and Procedures Manual

Owners Manual
Operational Review

Allowance: \$12,617.50

Original Budget

5-day training	1 each
Policies and Procedures	1 each
Owners Manual	1 each
Operational Review	1 each

Option - To be specified by client

TBD

Zip Line Photo System

\$122,500.00

Action Photo system with (2) photo locations. First location is at the top of the zip line with the falls in the background. Second shot is an action shot midway down the zip line going thru the archway of the bridge.

Allowance: \$122,500.00

Original Budget

Photo System Installation, not including electrical infrastructure	1 each
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Option - To be specified by client

\$0.00

9) Travel

\$78,661.14

Travel Charges for Site Visit and Pre-Construction

\$8,449.36

Travel Charges for Site Visit and Pre-Construction include the following:

- Two trips for three (3) people for two days and one night.
- Airfare based on current rates.
- Travel time
- Lodging
- Rental vehicle and fuel surcharge
- Daily Per Diem

Travel Expense: Lodging	2 days
Travel Expense: Per Diem	10 each
Travel Time	24 hours
Travel Expense: Airfare	6 each
Travel Expense - Rental Car	4 days
Travel Expense: Fuel	1 each
Travel Expense: Baggage	each

Travel Estimates for Construction

\$70,211.78

Travel Charges for Construction include the following:

- Airfare based on current rates.
- Travel time
- Lodging for crew.

- Rental vehicle and fuel surcharge
- Daily Per Diem

Travel Expense: Lodging -- VRBO house for duration of zip line installation	1 months
Travel Expense: Overnight Accommodations-- additional lodging for site visits and project management	15 days
Travel Expense: Per Diem (based on 60 working days)	360 days
Travel Time (10hrs total per/person x 6 trips ea + drive time)	150 each
Travel Expense: Airfare	15 each
Travel Expense - Rental Car	4 weeks
Travel Expense: Fuel	4 each
Travel Expense: Baggage	8 each
Travel Expense Mileage	2,000 each

Total Project Proposal

\$2,060,667.76

PRO FORMA INCOME STATEMENT AND CASH BUDGET (2024)

INCOME STATEMENT

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
1 Net Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,700	\$ 289,602	\$ 270,295	\$ 168,156	\$ 64,356	\$ 23,355	\$ 9,653	\$ 981,118	1
2 Cost of Goods Sold	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,400	\$ 53,568	\$ 53,568	\$ 32,400	\$ 17,856	\$ 8,100	\$ 5,022	\$ 202,914	2
3 Gross Profit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,300	\$ 236,034	\$ 216,727	\$ 135,756	\$ 46,500	\$ 15,255	\$ 4,631	\$ 778,204	3
4 General & Administration Expense	\$ -	\$ -	\$ 1,446	\$ 40,742	\$ 46,506	\$ 43,096	\$ 50,631	\$ 56,813	\$ 37,665	\$ 51,609	\$ 32,402	\$ 36,692	\$ 397,602	4
5 Depreciation													\$ -	5
6 Total Operating Expense	\$ -	\$ -	\$ 2,820	\$ 77,411	\$ 88,360	\$ 81,883	\$ 96,199	\$ 107,944	\$ 71,564	\$ 98,057	\$ 61,564	\$ 69,715	\$ 755,516	6
7 Operating Profit (3 minus 6)	\$ -	\$ -	\$ (2,820)	\$ (77,411)	\$ (88,360)	\$ 41,417	\$ 139,835	\$ 108,783	\$ 64,192	\$ (51,557)	\$ (46,309)	\$ (65,083)	\$ 22,688	7
8 Other Income--Concessions/Photos (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,785	\$ 14,480	\$ 13,515	\$ 8,408	\$ 3,218	\$ 1,168	\$ 483	\$ 49,056	8
9 Net Profit before tax (7 + 8)	\$ -	\$ -	\$ (2,820)	\$ (77,411)	\$ (88,360)	\$ 49,202	\$ 154,315	\$ 122,298	\$ 72,600	\$ (48,339)	\$ (45,141)	\$ (64,601)	\$ 71,743	9
10 Less Income Tax														10
11 Net Profit After Tax	\$ -	\$ -	\$ (2,820)	\$ (77,411)	\$ (88,360)	\$ 49,202	\$ 154,315	\$ 122,298	\$ 72,600	\$ (48,339)	\$ (45,141)	\$ (64,601)	\$ 71,743	11

Qualifications - Bernardo Wills

Bernardo Wills was formed in 1991 in Spokane, Washington, and is led by managing directors Mike Stanicar, AIA, Gretchen Renz, CDFA, and Dell Hatch, ASLA. Bernardo Wills is committed to providing a full range of professional, in-house design services, including architecture, landscape architecture, and interior design. Our staff of 40 has the technical knowledge and ability to provide you with a complete package to meet all your design and construction needs.

Embracing our clients' values and mission is central to our planning and design process. We tap the qualities that define their organization, creating architecture that reflect its character. Serving public and private sector clients, we specialize in commercial, corporate, governmental, educational, healthcare, industrial and retail architecture. Offering a complete range of planning and design services, we are highly experienced in various project delivery methods. We have a portfolio of over 600 planning, new construction, remodel, and repair and maintenance projects completed.

As members of the U.S. Green Building Council®, our LEED AP® certified staff have the experience and knowledge to offer sustainable, energy-efficient, and cost-savings design for new and modernized projects. Bernardo Wills was awarded LEED Gold® for both Core and Shell and Commercial Interiors for our offices in the 1910 Bissinger Building in West Downtown Spokane.

Bernardo Wills has served public works and private sector clients for 31 years in the Pacific Northwest, including Washington, Idaho, Oregon, and Montana. Over half of our projects are completed for clients outside of Spokane County.

Our team of professionally licensed landscape architects, the largest in Eastern Washington and led by Principal Dell Hatch, ASLA, are dedicated to creating exceptional places and projects for our clients. Our goal is to enrich the aesthetics, sustainability, and function of the projects we design. The Bernardo Wills landscape architecture team have served public works and private sector clients in the Pacific Northwest for over 30 years.

Harnessing the beauty and vitality of nature, our skilled landscape architects and planners create settings that enrich the human experience.

Our landscape architects strive to make compelling

places emerge out of respect for the nature, history, culture, and use of a site. Our projects—many of which are for public entities—help define a community's character. Our designs feature artistic layouts and creative combinations of plantings and hardscapes to craft distinctive spaces that engage the senses and offer captivating outdoor experiences. Our deep and unwavering commitment to our clients' needs inspires us to create landscapes that embody their vision.

Project types we excel at include master planning, parks and recreation, trail design, streetscapes, plazas, sports facilities, university campuses, and architectural landscapes that contribute to a 'Sense of Place' within its context or community. BWA specializes in a diversity of design experience that includes an extensive list of park and recreational projects, along with other relevant project experience that range from large multi-functional sites to smaller commercial landscape projects.

Bernardo Wills

153 South Jefferson Street
Spokane, WA 99201
509.838.4511
llegant@bernardowills.com
www.bernardowills.com



EDUCATION

Bachelor of Landscape Architecture
University of Idaho

CREDENTIALS

Licensed Landscape Architect:
ID | WA | AZ | NV

AFFILIATIONS

Member, Amercian Society of
Landscape Architects

Dell Hatch, ASLA

BERNARDO WILLIS | PRINCIPAL-IN-CHARGE

For the majority of Dell's extensive career as a landscape architect, his conscious, deliberate approach to addressing the client's desired goals yields extraordinary, responsive design solutions. His outstanding graphics capabilities allow clients to clearly envision proposed designs. Dell has been a practicing landscape architect in the Eastern Washington and North Idaho regions for over 30 years and has produced site-specific designs for municipal, county, and state parks, public spaces and urban planning and design, streetscape/town revitalization projects, design of community gateways and monument signage, and K-12 schools and universities. His background and experience also includes large-scale recreational and land-use master planning. Dell routinely facilitates and participates in public informational presentations and public/stakeholder participatory workshops for planning related projects.

ADDITIONAL RELEVANT PROJECTS

- ▶ Riverfront Park North Bank Playground, City of Spokane, WA
- ▶ Place of Truths Urban Plaza, City of Spokane, WA
- ▶ Atlas Mill Waterfront Development, City of Coeur d'Alene, ID
- ▶ War Memorial Field, City of Sandpoint, ID
- ▶ Liberty Lake Regional Park Master Plan, Spokane County, WA
- ▶ McEuen Park Redevelopment Masterplan, City of Coeur d'Alene, ID
- ▶ Four Corners/Bureau of Land Management Corridor Master Plan, City of Coeur d'Alene, ID
- ▶ Farragut State Park and Brig Visitor Center Master Plan, Idaho Department of Parks and Recreation, Athol, ID
- ▶ Hell's Gate State Park Lewis & Clark Interpretive Center, Idaho Department of Parks and Recreation, Lewiston, ID
- ▶ Indian Hills and Itani Parks Master Plans, City of Moscow, ID
- ▶ Town Square Plaza, City of Liberty Lake, WA
- ▶ Harvard Road Landscape Enhancements and City Entry, City of Liberty Lake, WA
- ▶ Ferris High School Replacement - Site Design and Landscape Architecture, Spokane Public Schools, Spokane, WA
- ▶ Shadle Park High School Athletic Fields Improvements Phases I and II, Spokane Public Schools, Spokane, WA
- ▶ Hart Field Renovations and Improvements, Spokane Public Schools, Spokane, WA
- ▶ Performing Arts and Sports Complex Conceptual Master Plan, Mead School District, Mead, WA
- ▶ University of Idaho Campus Gateways, Moscow, ID
- ▶ University of Idaho Kibbie Synthetic Sports Fields, Moscow, ID
- ▶ University of Idaho Kibbie Dome East End Expansion, Moscow, ID



EDUCATION

Bachelor of Landscape Architecture,
University of Idaho

CREDENTIALS

Licensed Landscape Architect:
Idaho, LA-1676
Washington, 723

AFFILIATIONS

American Society of
Landscape Architects
Idaho/Montana Chapter

Bill LaRue, ASLA

BERNARDO WILLIS | LANDSCAPE ARCHITECT

Bill is a Principal with Bernardo Willis in Spokane, Washington, and specializes in master planning and design of civic facilities, community parks, athletic fields, trails, and playgrounds. With 35 years of experience, Bill provides our team with a full range of services related to parks and recreation, urban planning, neighborhood planning, streetscapes, land-use and master planning, gateway and signage studies, planting, and irrigation design. His expertise includes site analysis, schematic design, design development, and preparation of construction documents through construction observation services. He excels in site layout and production of presentation drawings, grading plans, and construction details.

ADDITIONAL RELEVANT PROJECTS

- ▶ Liberty Lake Regional Park Master Plan, Spokane County, WA
- ▶ Riverfront Park North Bank Regional Playground, City of Spokane, WA
- ▶ CSO Tank 26 - A Place of Truths Urban Plaza, City of Spokane, WA
- ▶ Union Stadium, Performing Arts and Athletic Fields, Mead School District, Mead, WA
- ▶ Ridgeline High School Sports Complex, Central Valley School District, Liberty Lake, WA
- ▶ Sports Complex, East Valley School District, Spokane Valley, WA
- ▶ Balfour Park Master Plan Update, City of Spokane Valley, WA
- ▶ McEuen Park Redevelopment Master Plan and Implementation Plan, City of Coeur d'Alene, ID
- ▶ Mirabeau Point Master Plan, Spokane County, WA
- ▶ Mirabeau Springs and Mirabeau Meadows Park Implementation Plans, Spokane County, WA
- ▶ Memorial Park/Mullan Road Redevelopment, City of Coeur d'Alene, ID
- ▶ North Lewiston Gateway, City of Lewiston, ID
- ▶ Post Falls City Hall and Civic Plaza, Post Falls, ID
- ▶ Post Falls Parks and Recreation Master Plan, Post Falls, ID

LETTER OF INTENT

THIS LETTER OF INTENT ("Agreement") is entered into by and between AVISTA CORPORATION, a Washington Corporation ("**Avista**") and EPIPHANY APPLIED CONCEPTS, INC., d/b/a MICA MOON ("**Mica Moon**") (collectively, "**Party**" or "**Parties**").

- A. Avista is the owner of certain property in Riverfront Park in Spokane, Washington, which Property is generally located to the northwest of the Avista's Upper Falls intake structure and to the southeast of the Upper Falls powerhouse (the "Property").
- B. Mica Moon is the operator of a zipline canopy tour and aerial park in Spokane County, Washington.
- C. Mica Moon is working to develop a zipline tour in downtown Spokane, which would run between the Monroe Street Combined Sewer Overflow ("CSO") Tank and Glover Field (the "Primary Zipline"). As part of that project, Mica Moon desires to utilize a portion of the Avista Property to develop a short training zipline (the "Training Zipline"), which would be used to allow customers an opportunity to become familiar with the harnesses and gain a feel for ziplining before moving onto the Primary Zipline.
- D. Avista is willing to allow Mica Moon to utilize the Property for this purpose, provided, among other things, that (a) development of the Training Zipline is conditioned upon development of the Primary Zipline; (b) appropriate precautions are taken to ensure that construction and operation of the Training Zipline does not impact Avista's facilities on the Property; and (c) Avista's use of the Property takes priority over operation or maintenance of the Training Zipline when necessary.
- E. Mica Moon will develop and operate the Training Zipline in a manner compatible with the City of Spokane Riverfront Park West Havermale Development Plan.
- F. The purpose of this Agreement is to set forth the intent and basis for the ongoing dialogue among the Parties, and to summarize the principal terms of a proposal being considered in connection with the same. The Parties recognize that any permit to allow Mica Moon to develop, construct or operate the Training Zipline on the Property will require further documentation and approvals, including preparation and execution of a Definitive Agreement, as defined herein, between the Parties.

The following sets forth the Parties' current intention and understanding.

- 1. Permit to Utilize the Property
 - 1.1. Subject to the satisfaction of the conditions described in this Agreement and the Definitive Agreement, Avista would issue a Permit to Mica Moon allowing it access to the Property for the purpose of designing, developing, operating and maintaining the Training Zipline.
 - 1.2. The Training Zipline would be located on the east side of the existing theme stream on the property, between the upper and lower theme stream bridges. The approximate location of the Training Zipline is identified in Exhibit 1 hereto.
- 2. Permit Conditions. The issuance of any Permit by Avista for development of the Training Zipline would be expressly conditioned upon the following:
 - 2.1. Development of the Primary Zipline. Mica Moon's operation, maintenance and use of the Training Zipline is conditioned upon its development and continued operation, maintenance and use of the Primary Zipline. Mica Moon will not operate the Training Zipline unless the Primary Zipline is also in operation and use.
 - 2.2. Precautions to Prevent Damage to Avista's Facilities. During design, development, construction, operation and use of the Training Zipline, Mica Moon will take all necessary precautions, including any that may be designated by Avista, in order to prevent damage to

Avista's facilities, including, without limitation, the penstock located on the Property. Mica Moon will further agree to indemnify, defend and hold Avista harmless from any and all damage to Avista's facilities that may in any way relate to, or arise out of, Mica Moon's development, design, construction, operation, and use of either the Training Zipline or the Property.

- 2.3. Avista Use of the Property. Avista's use of the Property will take precedence over the maintenance and operation of the Training Zipline. If, for example, Avista is required to replace or perform maintenance of the penstock, it is possible that the Training Zipline would need to be removed. Avista will endeavor to avoid or minimize disruption to Mica Moon's operation of the Training Zipline where reasonably feasible. Likewise, in the event the City requests that the operation of the zipline be stopped, Avista will have the right to terminate the Permit to Mica Moon.
3. Proposed Definitive Agreement. After the execution of this Agreement, the Parties shall commence to negotiate a definitive agreement, including a permit allowing Mica Moon access to, and use of, the Property for the purposes specified herein (the "**Definitive Agreement**"). The Definitive Agreement would include the terms summarized in this Agreement and such other representations, warranties, conditions, covenants, indemnities and other terms that are customary for transactions of this kind, are not inconsistent with this Agreement, and that are mutually agreed to by the Parties.
4. Insurance. Mica Moon will agree to carry sufficient insurance to cover any damage to Avista's facilities that may arise out of the Training Zipline or Mica Moon's use of the Property, as well as its indemnity obligations. The specific amounts, deductibles, types, and proof of coverages required will be included in the Definitive Agreement.
5. Termination.
 - 5.1. This Agreement shall automatically terminate and be of no further force and effect upon the earlier of (i) execution of a Definitive Agreement, (ii) mutual agreement of the Parties; or (iii) 5 P.M. Pacific Standard Time on September 30, 2020.
 - 5.2. The termination of this Agreement shall not affect the rights of any Party with respect to the breach of this Agreement by another Party prior to such termination, nor shall it preclude enforcement of terms that may reasonably be interpreted to survive termination of this Agreement.
6. No Binding Agreement. This Agreement reflects the intention of the Parties, but for the avoidance of doubt, neither this Agreement nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party.
7. Miscellaneous Provisions
 - 7.1. No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.
 - 7.2. Relationship of the Parties. This Agreement shall not constitute, create, or in any way be interpreted to create a joint venture, partnership, or formal business organization or arrangement of any kind between the Parties, nor shall either Party be deemed an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any obligation or agreement.
 - 7.3. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice

or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Washington. The exclusive venue for any action arising out of, or relating to, this Agreement shall be the Superior Courts of Spokane County, Washington.

- 7.4. Expenses. The Parties will each pay their own expenses incurred in connection with this Agreement and the Definitive Agreement.
- 7.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.
- 7.6. Headings. The headings of the various sections of this Agreement have been inserted for reference only and shall not be deemed to be a part of this Agreement.
- 7.7. Assignment. Neither Party may assign this Agreement or any portion thereof without the prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed.
- 7.8. Entire Understanding. This Agreement contains the entire understanding of the Parties to date, and supersedes all previous verbal and written agreements, representations or warranties,
- 7.9. Effective Date. This Agreement shall be effective upon the last signature hereto (the "Effective Date")

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date hereof.

Avista Corporation


(Signature)

Rod Price
(Printed Name)

Real Estate Manager
(Title)

9/20/19
(Date Signed)

Epiphany Applied Concepts, Inc.,
d/b/a Mica Moon


(Signature)

RICHARD M. STEWAER
(Printed Name)

PRESIDENT
(Title)

JAN 22, 2019
(Date Signed)

Exhibit 1





Memorandum of Understanding (MOU)
Between
MICA MOON ZIP TOURS (MICA MOON), Liberty Lake, WA, USA
and
SYMPLSOFT, Inc, Liberty Lake, WA, USA

ARTICLE I. PARTIES AND PURPOSE

MICA MOON ZIP TOURS (MICA MOON) conducts programs and activities related to entertainment adventures and (SYMPLSOFT) conducts programs and activities related to investment in such adventure types. MICA MOON and SYMPLSOFT have capabilities and expertise and conduct programs and activities of interest and potential benefit to the other.

MICA MOON and SYMPLSOFT will cooperate in efforts to develop a new adventure park with SYMPLSOFT acting as a significant investment partner (up to \$1 million).

ARTICLE II. DUE DILIGENCE PROCESS

MICA MOON and SYMPLSOFT have a desire to explore a business relationship whereby SYMPLSOFT will provide a significant investment in MICA MOON's next adventure park located in Riverfront Park, Spokane, WA.

Process Goal:

1. Feasibility Study: Completion of a feasibility study showing all related expenses to developing said adventure park.
2. Financial Assessment: Review of final budget and revenue projections once the feasibility study is complete.
3. Approvals: Award and approval of the decision committee naming MICA MOON as the winning partner in the RFP.

ARTICLE III. COOPERATION WITH THIRD PARTIES

Since other interested parties, including vendors, may have capabilities and conduct activities, which will benefit and support this collaboration, MICA MOON and SYMPLSOFT may identify other cooperators for joint participation in mutually agreed upon projects and activities.

Example: City of Spokane, etc.

ARTICLE IV. DURATION, TERMINATION

The parties shall cooperate under this MOU for an initial period of *six (6) months*, which may be extended by the mutual written consent of the parties. This MOU may be terminated by either party without liability at any time for any reason. Any modification shall require the written approval of the President of SYMPLSOFT and the appropriate representative, of MICA MOON, or their designees.

ARTICLE V. NON-BINDING NATURE

This MOU is intended only to set forth the general understanding of the parties with respect to the subject matter herein, and does not, and is not intended to, contractually bind the parties.

ARTICLE VI. CONTACT PERSONS

MICA MOON

Rik Stewart, CEO
(509) 587-4020
23403 E. Mission Ave., Suite 111
Liberty Lake, WA 99019
rik@micamoon.com

SYMPLSOFT, INC

Shane Criddle, CEO
(509) 991-1978
PO Box 733
Liberty Lake, WA 99019
shane@symplsoft.io

ARTICLE VII. SIGNATURES

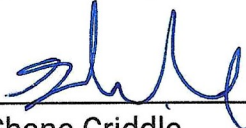
MICA MOON

Approved by:

Rik Stewart Date

SYMPLSOFT, INC

Approved by:

 _____ 7-23-23
Shane Criddle Date

EV Specifications Review

I have gone through the specs and these look like pretty solid transport vehicles. I particularly like that they use 6V deep cycle golf cart batteries. This makes maintenance of the batteries very simple and those can be found right on the shelf. As for these vehicles meeting your needs, I am not able to make a full assessment without knowing how many miles you expect to drive and how many of those miles are on that 10% grade. I can assume that you are looking to drive these vehicles less than 60 miles a day, since that is the stated vehicle range. I will run through a quick scenario with the 14-passenger model to evaluate how this vehicle would perform.

Assumptions:

- The vehicle is fully loaded throughout the day.
- The vehicle speed never exceeds the 13MPH (13MPH is the speed at which the ranges was determined)
- The vehicle batteries do not run below 20% state of charge (SOC). Running the battery below 20% SOC can cause the overall lifespan of the battery to be decreased. This reduces the usable range to 48miles of driving on flat ground. This is the mileage will drive in this scenario.
- The vehicle spends 30% of its travel time on the 10% grade.
- The 10% grade will reduce the vehicles' performance by 10%.

The 14-passenger vehicle comes equipped with twelve 6V/220AH batteries. Each battery can store 1.32kWh of energy (6V*220AH)/1000). All twelve store 15.84 kWh of energy. With a total range of 60miles the vehicles efficiency is: 60 Miles/15.84 kWh = 3.8Mile/kWh

Miles driven on 10% grade = 48 miles * 30% = 14.4 miles

Miles driven on flat ground = 48 miles – 14.4 miles = 33.6 miles.

Energy used for flat ground driving: 33.6 miles / 3.8 miles/kWh = 8.84 kWh

Energy used for driving on 10 % grade: 14.4 miles / ((3.8 – (3.8 * 10%))miles/kWh) = 4.21 kWh

Daily total kWh: 8.84kWh + 4.21 kWh = 13.05 kWh

In this scenario we would be finishing the day with the batteries at 17.6% SOC, which is not too bad. Charging the batteries in the next piece of the puzzle. If you run these 10hrs per day, you will have 14 hours to fully charge them. To charge this system you will need a 72V charger. These come in a variety of amperage ratings, a quick search online found one of the largest to be 25A.

Charging time = 13.05 kWh/(72V*25A)/1000W/kW) = 7.25hrs. You could easily charge the batteries in 14 hours.

The daily range could be extended by adding some charging time during the day as well. That 72V/25A charger can add 1.8kWh to the batteries every hour. That equates to adding 6.84 miles of range for every hour of charging. The range will also be extended if the vehicles are not fully loaded for all parts of the day. It will be decreased if the vehicles are consistently driven faster than 13 MPH. These are all factors that would need to be considered with a more in-depth assessment.

Bryce Eschenbacher, PE

Senior Electric Transportation Engineer
Avista Utilities

CITY OF SPOKANE
PARKS AND RECREATION

PERMISSIBLE USE AGREEMENT
SPOKANE SKYLINES, LLC ZIPLINE

This Agreement is made and entered into by and between the **CITY OF SPOKANE** ("City"), a Washington municipal corporation, **CITY OF SPOKANE PARKS AND RECREATION** ("Parks"), a City Department, **SPOKANE SKYLINES, LLC ("SSL") (d/b/a as "Mica Moon")** and **EPIPHANY APPLIED CONCEPTS, INC. ("Epiphany") (d/b/a as "Mica Moon")**, both located at 23403 East Mission Avenue, Suite 111, Liberty Lake, WA, 99019-7624, and collectively referred to herein alternatively as "Mica Moon" or "Permittee."

WHEREAS, on June 12, 2023, City Parks issued an RFP (RFP No. 5922-23) seeking proposals from a Company who could assess feasibility of potential construction and permit compliance of a Zipline; and secure its own capital funding for designing, building, operating and maintaining a privately owned and operated commercially viable Zipline attraction; and

WHEREAS, the RFP generally divided the anticipated work into two Phases: Phase I focusing on Zipline feasibility and legal compliance such as securing permits, variances and any necessary permissions from adjacent property owners (i.e., the Spokane Club); and Phase II focusing on securing City approval to use City property for Zipline construction, operation and maintenance which permissive use would be subject to conditions prohibiting actual use until Mica Moon submits proof that all permits, variances and adjacent property owner permissions have been obtained; and

WHEREAS, on 7/24/2023, Mica Moon submitted a response to the RFP, *see* attached Exhibit B containing documents entitled, "Zipline.Project.Owner.07.2023.RFP#5922-23 Response.pdf" and "Zipline.Project.Owner.07.2023 RFP#5922-23.Response.Exhibit A – Maps and Area Photos.docx"; and

WHEREAS, on 11/20/2023, City Parks executed an Agreement (City OPR 2023-1231) with Mica Moon to conduct the Phase I work including assessment of technical ability to construct Zipline, identification of SEPA applicability and necessary permits, and generation of a preliminary design; and

WHEREAS, the Phase I Work performed by Mica Moon's contractor Synergo, LLC determined construction and technical operation of the Zipline can be engineered and permitted; and

WHEREAS, the Phase I Work generated preliminary designs and visual images identifying the location of zipline structural components ("structures"), including departing and landing platforms, affixed cables and improved pathway to the landing platform, *see* attached Exhibit C (containing documents entitled, "Preliminary Plans Spokane Zipline.pdf", and

WHEREAS, a Phase II Scope of Work was generated narratively describing Mica Moon's project proposal by inclusion of specific commitments related to Zipline Ownership,

Capital Funding, Design and Construction, Business Management, Operations and Programming and Communications and Outreach, see attached “Exhibit B”; and

WHEREAS, the prospective Zipline is approximately 1400 linear feet in length with a flightpath traveling west along the Spokane River from the eastern lower boardwalk viewing platform at A Place of Truths Plaza (aka “CSO Tank 26 Plaza”), crossing under the southernmost large arch of the three (3) large arches beneath the Monroe Street Bridge and landing on the southeastern edge of Redband Park located in the Peaceful Valley neighborhood at 216 North Cedar St., Spokane, WA 99201; and

WHEREAS, on December 12, 2024, Zipline Project Owner Mica Moon applied for a Shoreline Conditional Use Permit (CUP) and Variance given the location of property for some of the Zipline structures lie within the shoreline of the Spokane River, see City CUP File No. Z24-576SCUP at <http://my.spokanecity.org/projects/downtown-recreational-zipline-shoreline-conditional-use-permit-variance/>; and

WHEREAS, the Hearing on the CUP and Variance is scheduled for May 7, 2025, before the City Hearing Examiner and a decision is expected to be issued within 10 days after such hearing and then forwarded to the State Department of Ecology for final approval; and

WHEREAS, based on the preliminary designs, Mica Moon’s construction of Zipline project through its contractor Synergo would need to occur on city owned property to include both the eastern cantilevered boardwalk viewpoint at CSO Tank 26 Plaza, and City owned real property in the area beneath and surrounding this viewpoint, and additionally City owned real property located along the Spokane River on the southeastern edge of Redband Park, which additional property is under the care, management and control of City Parks and located at 214 North Cedar St., Spokane, WA 99201 in the Peaceful Valley neighborhood; and

WHEREAS, Zipline Project Owner Mica Moon seeks permission from City and Parks to use these City owned properties for actual construction, operation and maintenance of the Zipline project.

NOW THEREFORE, City grants Mica Moon permissive use of City property identified herein for construction, operation and maintenance of the Zipline project as follows:

1. PERMISSIVE USE AUTHORIZATIONS.

A. Use of City property for Zipline construction, operation and maintenance.

Per this Agreement, City grants Zipline Project Owner Mica Moon and its subcontractors the right to use City owned real property, and vertical airspace above such City property, located on the south shore of the Spokane River for the construction, operation and maintenance of a Zipline Project entirely funded by Mica Moon described and depicted in Exhibits B and C.

Location of Departure Site: The location of the departure platform is expected to be sited at the eastern viewing platform located on the lower cantilevered metal boardwalk at A Place of Truths Plaza (“eastern viewing platform”) located at 930 Spokane Falls Blvd., and require use of both the platform for modification and expansion, and use of City owned real property located beneath and around the platform location. The south west corner of the Departure (take-off) platform structures is located at: Latitude: 47.660252 Longitude: -117.425334, situated on the northern borderline of parcel #35183.1513 approximately 22 feet north of the southern border and 95 feet east of the western border of the parcel.

Location of Landing Site: The location of the landing platform site is on the southeastern edge of Redband Park within the 150-foot shoreline buffer zone requiring approval of a shoreline CUP and construction variance. Physical address of Redband Park is 214 North Cedar St., Spokane, WA 99201. The south east corner of the Arrival (landing) platform structures is located at: Latitude: 47.659494 Longitude: -117.430561, situated approximately 123' north of the southern borderline of parcel #no. 35183.2101 approximately 22 feet west of the eastern border.

B. Permit Term. Zipline construction, operation and maintenance permissive use term.

The permissive use granted under this Agreement shall begin upon final execution of this Agreement by the Parties after Spokane City Council approval and run for a period of 15 years with the option to mutually agree upon one or more five (5) year renewal terms, unless amended by written agreement or terminated earlier. Permittee may initiate renewal discussions beginning in Year 12 to ensure adequate lead time. Permittee Mica Moon's actual use of City's property per this Agreement may not begin until Mica Moon provides City with evidence demonstrating acquisition of necessary permissions (i.e. shoreline CUP, variance, City construction permit, adjacent property owner authorizations, etc.) and proof of Insurances and Restoration Bond requirements set forth herein.

C Permitted Use of Riverfront Park for Mica Moon's equipment and shuttle storage, and shuttle services.

Permittee Mica Moon recognizes equipment and shuttle vehicle storage is not available at the Place of Truths Plaza or Redband Park. Storage facilities and ticket booths may not be placed at the Place of Truths Plaza Departure Site.

Per this Agreement, City Parks grants Permittee an annual (one year) permit to use Riverfront Park property at locations to be designated by City Parks for Zipline ticket sales, shuttle services to include Permittee guided shuttle-based tours, and transitory shuttle services within Riverfront Park, as well as equipment and shuttle vehicle storage. Tour routes and schedules are subject to approval of Riverfront Park Director with a minimum of 30-days' notice. Permittee acknowledges Riverfront Park events may result in closure or modification of shuttle routes. Subject to the Parties' needs, this permitted use may be renewed annually per mutual written agreement of the Parties.

City will create and install, at City's cost, transitory shuttle service signs at designated locations. Either City or City Parks may end use of these locations with 30 days' notice to vacate used spaces. City and City Parks accept no responsibility for Permittee's materials, equipment or shuttle vehicles stored in Park including damage and theft, or for Permittee's operations held in the park. All shuttles shall be street legal and at least one shuttle shall be capable of transporting a wheelchair. Permittee shall abide by laws, Park Code and limit speed to seven (7) mph on park pathways. Permittee's transitory shuttle services will operate between five mutually agreed stop locations within Riverfront Park to aid in pedestrian accessibility. Shuttle services shall minimally operate Friday through Sunday and holidays between 11:00 AM to 6:00 PM. Shuttle service is subject to closure or modification due to events and weather. All shuttles will be labeled with Permittee's name and branding to properly distinguish it for customers.

2. PERMISSIVE USE AGREEMENT FEES.

A. Permit Fee: Use of City property for construction, operation and maintenance of Zipline.

Mica Moon shall pay City Parks an annual permit fee of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, per year, plus applicable tax, for the construction, operation and maintenance permissive uses of City property granted under this Agreement.

- B. Permit Fee:** Use of Riverfront Park property for Zipline equipment and shuttle storage, ticket sales and shuttle services.

Mica Moon shall pay City Parks an annual permit fee of **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)**, per year, plus applicable tax for the use of Riverfront Park property granted under this Agreement.

Mica Moon recognizes improvements may be needed to support these uses some of which may be applicable to city permit requirements. In addition to the annual Park use fee for these purposes, Mica Moon agrees to pay for the cost of such potential improvements.

- C. Issuance of Required Permits, Insurance and Fees.**

Should Mica Moon be unable to secure the required permits and licenses to build and operate the zipline or if Mica Moon is unable to provide the required insurance to build and operate the zipline, this contract shall be deemed null and void and no payments shall be made by the City to Mica Moon.

Should the City be required to make any one-time payments or annual fee payments for the rights to cross the aerial airspace of the zipline path to any Party with a parcel affected by this Agreement, then Mica Moon shall reimburse the City for such payments.

- D. Payment Terms.**

Mica Moon shall submit its permissive use fee payments to Parks. Payment will be made via direct deposit/ACH upon all parties' final execution of this Agreement. All fees are subject to a 3% escalation. Fees are paid annually and at the beginning of the Agreement Term.

3. PERMISSIVE USE AGREEMENT CONDITIONS.

Permittee's use of City property authorized by this Agreement is subject to the conditions set forth in Exhibit A attached which is a list of commitments included in the Phase II Scope of Work narratively describing Mica Moon's proposed Zipline project.

4. INDEMNIFICATION.

"City" as referenced in this section includes both City and City Parks. Permittee Mica Moon, not City, is at all times responsible for, and in control of, all Zipline activities including, but not limited to, Zipline design, engineering and construction, operation, maintenance, security, etc., including the conduct of any such activities when performed by contractors and/or subcontractors. Permittee accepts the condition of City property as is.

Permittee Mica Moon shall defend, indemnify, and hold harmless City and its officers and employees from all claims, demands, or suits at law or equity asserted by any person for all injuries (including death) and/or property damage related to Zipline design, engineering, construction, operation, maintenance, security, etc. activities, whether performed by Permittee or its subcontractors, including such claims, demands or suits arising out of tampering with,

vandalizing, trespassing, and/or unpermitted use (i.e., attempting to ride outside Permittee's operating hours, etc.) of Zipline structures.

The scope of both Permittee's indemnification obligations also includes attorneys' fees and litigation costs. Permittee additionally specifically assumes liability and agrees to defend, indemnify and hold harmless City for any actions brought by its own employees against City and, solely for the purpose of this indemnification and defense, Permittee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Permittee 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, indemnify and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

5. **INSURANCE.**

A. Insurance Requirements Applicable to Full Agreement Term.

During the full term of this Agreement, Permittee 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:

1. **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.
2. **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.

B. General Liability Insurance Requirements for the two (2) Phases of Work.

1. Phase 2.1: Design, engineering, construction phase.

Phase 2.1 General Liability Insurance. During the full term of Phase 2.1, Permittee shall additionally maintain in force at its own expense, 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 arising out of Zipline design, engineering and construction activities. 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 under this Agreement. To the extent Permittee contracts with subcontractor/s to perform Phase 2.1 Work, Permittee shall contractually require such subcontractor/s to maintain the same general liability insurance with the same coverage terms and limits naming the City, its officers and employees as additional insureds and require such subcontractor/s to furnish evidence of this insurance prior to beginning Phase 2.1 Work. Such insurance shall also indicate it includes the contractual liability coverage applicable to the indemnity provision of the Agreement.

2. Phase 2.2: Zipline Operation and Maintenance phase.

Phase 2.2. General Liability Insurance. During the full term of Phase 2.2, Permittee shall maintain in force at its own expense, the General Liability Insurance on an occurrence basis,

with a combined single limit of not less than \$7,000,000 each occurrence for bodily injury and property damage arising out of Zipline design, engineering, construction, operation, maintenance, and security activities and the like. It shall additionally include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds under this Agreement. To the extent Permittee contracts with subcontractor/s to perform Phase 2.2 Work, Permittee shall contractually require such subcontractor/s to maintain the same general liability insurance with the same coverage terms and limits naming the City, its officers and employees as additional insureds and require such subcontractor/s to furnish evidence of this insurance prior to beginning Phase 2.2 Work. Such insurance shall also indicate it includes the contractual liability coverage applicable to the indemnity provision of the Agreement.

C. Insurance requirements applicable to all insurance.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) specified above without sixty (60) days written notice from Permittee or its insurer(s) to City. The certificate shall specify the City of Spokane, its officers and employees as "Additional Insureds" and include applicable policy endorsements, the 60-day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Permittee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

D. Certificates of Insurance (COI) and Binders offering proof of insurability.

1. Phase 2.1 Work COI.

As evidence of the liability insurance coverage(s) required by this Agreement, Permittee shall furnish acceptable Certificates of Insurance (COI) for Phase 2.1 Work to the City prior to City's presentation of this Agreement to City Council for City Council review and approval process.

2. Phase 2.2 Work. COI and Binder.

As evidence of the liability insurance coverage(s) required by this Agreement, Permittee shall furnish:

- (i) Prior to City's presentation of this Agreement to City Council, a Binder indicating the liability insurance specified for Phase 2.2 Zipline operation will be in effect for Zipline operations once construction is completed; and
- (ii) Upon completion of construction and before Permittee may begin Zipline Operation, an actual Certificate of Insurance (COI) for the conduct of Zipline operations.

6. ASSIGNMENT. Permittee may assign its rights and obligations under this Agreement to a successor entity or purchaser of the business, subject to the City's approval, which shall not be unreasonably withheld.

7. TERMINATION. Either party may terminate this Agreement by one hundred twenty (120) days written notice to the other party. If the City terminates for reasons other than material breach, Permittee shall be entitled to a pro-rata refund and reimbursement of unamortized

capital improvements directly related to project infrastructure, up to a cap of \$1.8 million dollars. The capital costs will use straight-line depreciation over the term of the contract. Any change in the method of depreciation needs to be approved by the City in writing. Permittee will abide by city property reclamation/restoration permit conditions set forth *supra* herein.

8. **AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

9. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement or the Zipline project, 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.

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

11. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business in the City without first having obtained a valid annual business registration. 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.

12. **CONFIDENTIALITY/PUBLIC RECORDS.** Notwithstanding anything to the contrary, City will maintain the confidentiality of Permittee'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 (PRA), 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. If City gets a valid public records request for Permittee's materials or information and the City determines there are exemptions only Permittee can assert, City will endeavor to give Permittee notice. Permittee, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event Permittee does not get a timely injunction preventing the release of the records, City will comply with the PRA and release the records.

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

SPOKANE SKYLINE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A: PERMISSIVE USE AGREEMENT CONDITIONS

Exhibit B: Mica Moon's RFP Response containing documents entitled,
"Zipline.Project.Owner.07.2023.RFP#5922-23 Response.pdf" and
"Zipline.Project.Owner.07.2023 RFP#5922-23.Response.Exhibit A – Maps and Area
Photos.docx"

Exhibit C: Phase I preliminary designs and visual images.

EXHIBIT A

PERMISSIVE USE AGREEMENT CONDITIONS

A. Shoreline Conditional Use Permit (CUP), Variance, City Construction Permit and Adjacent Property Owner permissions.

Before Permittee may use city property for the construction, operation and maintenance purposes granted herein, any necessary approvals must be obtained such as a Department of Ecology (DOE) approved shoreline CUP (for which the appeals period has expired), a Variance, City Construction Permit and any necessary adjacent property owner permissions.

B. City and Parks approval of final design.

Before using City property for the purposes granted herein, Mica Moon must obtain approval of final design by City of Spokane.

C. Adjacent property owner approvals.

Mica Moon is responsible for securing any needed approval from the Spokane Club given the projected Zipline flightpath will cross over property owned by this entity.

D. Departure Platform Design.

Permittee's departure site design will complement A Place of Truths Plaza design and be constructed in a fashion to minimize footprint and impact to sight lines.

E. Location of Zipline cables below Monroe Street Bridge.

Location of Zipline cables under Monroe Street Bridge shall provide sufficient clearance to enable the City to inspect the bridge condition. Zipline operations may need to be suspended when bridge maintenance and inspection is performed

F. City Property Restoration.

Mica Moon agrees to remove all Zipline structures and restore site to pre-Agreement conditions at the end of this Agreement term or at time of early termination should this Agreement terminate earlier for any reason (i.e., company insolvency, operations cease due to unsuccessful or fiscally nonviable venture, etc.) unless approved in writing by City. Pre-Agreement conditions include removal of both departure and landing platforms, cables, structural supports and ground anchors. Underground footings may remain.

G. Restoration Payment Bond.

Permittee shall secure and hold a bond for property restoration for the term of the Agreement to include any extensions to be used for such City property restoration responsibilities described herein. The Bond must be submitted to City before the time of presentation of this Agreement to City Council for its review and approval process. The Restoration Payment Bond shall be in an amount equal to the full cost of removing the Zipline and related appurtenances and restoring the City's property to its pre-Zipline condition upon the termination or expiration of this Agreement.

H. Parking.

Mica Moon recognizes there is no parking at the departure location, and very limited parking at landing platform location. Mica Moon agrees to discourage use of parking in the Redband Park Parking lot for zipline customers and agrees to shuttle customers back to starting site or identify an alternative method to return customers to starting location or Riverfront Park. Should City find that directional signage prohibiting Zipline parking is needed, Permittee agrees to pay for such signage

I. Landing site congestion.

Mica Moon will minimize participant congestion at the landing platform and avoid disruption park users such as little league teams playing on the adjacent ball field in Redband Park.

J. Security.

Mica Moon recognizes the locations of both the planned Departure and Landing platforms are always exposed to the public and accept that it is their responsibility to secure and monitor any construction equipment and materials and Zipline structural components (i.e., cables, platforms, ziplines, and any other structures built or installed as permanent or temporary related to Zipline construction, operation and maintenance) to prevent vandalism, unauthorized access and use of the same, and to prevent injuries related to unauthorized access or use of Zipline. Permittee additionally will conduct routine inspection and preventative and corrective maintenance of Zipline structures, maintain all required records associated with work and its Association for Challenge Course Technology (ACCT) accreditation, and at a minimum inspect its Zipline facility daily before opening. Permittee agrees to provide City access to all maintenance records upon request. After a full year of operation, Mica Moon will apply for and maintain an accreditation with ACCT.

K. Emergency Response Plan.

Mica Moon will work with City, local law enforcement and fire stations to establish and maintain an emergency response plan.

L. WIFI.

City shall provide access, at cost to the City, WIFI and utility services at currently available locations within Riverfront Park.

M. Hours of Operation.

Zipline may not operate between the hours of 10:00 PM and 6:00 AM without special permission from the City Parks and Recreation Director or his delegate. Permittee will establish consistent year-round operation hours.

N. Rider Safety.

Mica Moon will provide and require applicable rider safety equipment including, but not limited to harnesses, and provide a rider safety briefing prior to each use. Riders will not be permitted to use the Zipline facility if they have not met the following conditions: (i) Execution of a waiver holding harmless Permittee, City and City Parks from damages in the event of injury or death (the waiver must be signed by a parent/guardian, in the case of minors), and acknowledging they have no medical conditions, and are taking no medications or other substances, that may interfere with safe use of the Zipline facility, and agree to follow Permittee's rules and procedures; (ii) they are properly clothed and have proper footwear; (iii) they meet minimum height requirements and have other bodily attributes with parameters required for safe use of

safety harnesses and use of facility; and (iv) they have participated in a safety briefing required above and demonstrated an understanding of all instructions including proper use of safety equipment and zipline user's acknowledgment of their ability to safely navigate Zipline facility.

O. ADA access.

Permittee plans to construct an ADA support pathway for access to and from the landing platform along City owned property located at the eastern edge of Redband Park. Zipline will be capable of supporting those with disabilities to the extent possible which may include use of paragliding style Skyline skyTECH harnesses and skyTECH trolleys with handlebars (or similar devices) to help accommodate those with special needs or ADA type limitations.

P. Ticket Sales.

Permittee shall provide an easily accessible means of making ticket sales available to the public and collect all applicable taxes including sales and city admission tax.

Q. Communication and Outreach.

Permittee will work cooperatively and develop positive relationships with both the Riverside and Peaceful Valley Neighborhood Councils to mitigate any potential negative impacts of the zipline operation or construction and provide regular updates to these Councils through the construction phase. Mica Moon will establish routine and frequent meetings with City Staff within the various phases of the project. City and Permittee shall meet annually to review Permissive Use Agreement terms and conditions in relation to Zipline operations.

R. Signage.

Permittee will provide signage at its own expense detailing name of attraction, contact information, applicable rules, potential risk to riders, rider health requirements. Signage shall not distract from the esthetic and scenic view of the site and will be subject to approval by city. The locations for signage include the departure and landing platforms, ticketing locations and Mica Moon's website. Permittee will additionally, at its own expense, produce and install historical interpretive signage at the landing platform

S. Zipline is Permittee Zipline Owner Mica Moon's Business.

Permittee Mica Moon is independently responsible for the funding, marketing, operation and business management of the Zipline including sales expectations and profitability. At all times, management and operation of the Zipline will be under the direction and supervision of Mica Moon. Mica Moon will provide personnel to manage, oversee, supervise, and operate the zipline; will maintain on site appropriate operations manuals; and will comply with all local, state, and federal relations for business such as the Zipline. Mica Moon is responsible for all hiring, ACCT training and scheduling of personnel. All employees are employees of Permittee, not City or City Parks. Mica Moon is solely responsible for employee salaries, benefits, employment taxes, unemployment insurance, worker's compensation insurance, and the like.

T. Complimentary Tickets

Permittee will provide up to 1,000 complimentary tickets per calendar year, with discretion over distribution to charitable organizations and underserved youth and shall not be required to remit City admissions tax on these tickets.

EXHIBIT B

Mica Moon's RFP Response containing documents entitled,
"Zipline.Project.Owner.07.2023.RFP#5922-23 Response.pdf" and
"Zipline.Project.Owner.07.2023 RFP#5922-23.Response.Exhibit A – Maps and Area
Photos.docx"

EXHIBIT C

Phase I preliminary designs and visual images identifying location of zipline structural components (“structures”), including departing and landing platforms, affixed cables and improved pathway to the landing platform, entitled, “Preliminary Plans Spokane Zipline.pdf”.



City Of Spokane
Spokane Washington

T1.01

ENGINEERING:
MILLER CONSULTING
ENGINEERS, Inc.
9600 SW Oak St Suite 400,
Portland OR 97223
503.246.1250

	DETAIL REFERENCE
	DETAIL SECTION CUT
	BUILDING OR WELL SECTION CUT
	ELEVATION OF WALL OR FRAME
	REVISION SYMBOL
	GRID LINES
	ROTATE ICON SYMBOL
	NORTH ARROW
	REFERENCE ELEVATION
	SURFACE - STEPPED
	SURFACE - SLOPE UP
	SURFACE - SLOPE DOWN
	SURFACE - SLOPE TWO DIRECTIONS
	BEAM MOMENT CONNECTION SEE PLAN FOR DETAILS
	SHAFT STRUT CONNECTION SEE PLAN FOR DETAILS
	ORDINARY SPAN DIRECTION

DETAILS OF SHEAR WALLS

The diagram shows a cross-section of a shear wall. Labels include:

- DENOTES No. OF SHEAR STUDS**: Points to the top reinforcement.
- DENOTES BEAM CAMBER**: Points to the top reinforcement.
- DENOTES PLYWOOD SHEAR PANEL TYPE (SEE SCHEDULE)**: Points to the wall face.
- DENOTES HOLDDOWN TYPE (SEE MO-MEMO)**: Points to the bottom reinforcement.
- DENOTES HOLDOWN STRAP (AS OCCURS)**: Points to the bottom reinforcement.
- DENOTES PLYWOOD SHEAR WALL**: Points to the wall face.
- DENOTES HOLDOWN RE ANCHOR HSD (AS OCCURS)**: Points to the bottom reinforcement.

WATER TOWER
COURT OF RULES

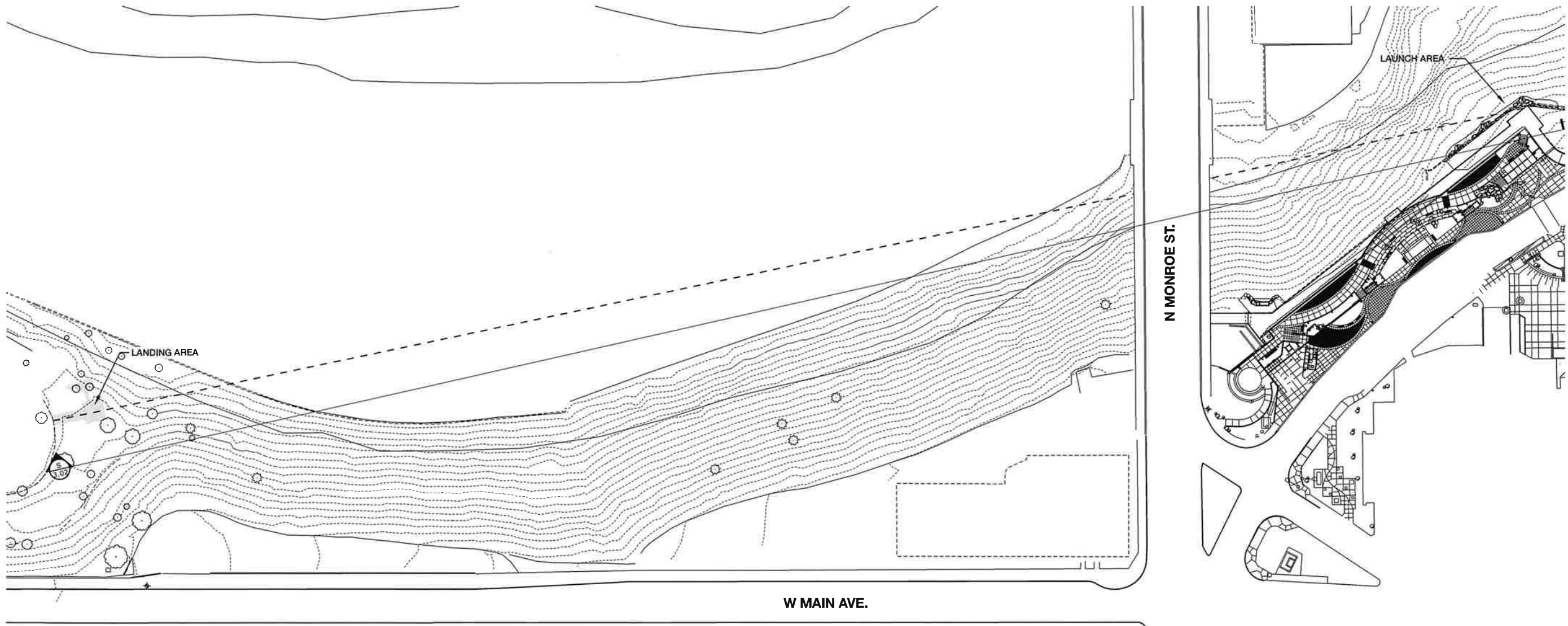
WOL, 1644444
GREATER THAN 2000 PSF TOP BEARING. ANY SKIN PROTECTION TO HELP RESIST DOWNWARD THRUST FROM
ZIP AND GUY WIRE.

LATERAL (SAIL BEARING): 300 PSF PER PLUG IN A | INCREASE FOR WIND AND WINDING.

CONCRETE FOOTING
DIMENSIONS: 14'x6'x4'
DEAD MASS ANCHOR 30,000 ULTIMATE CAPACITY.

TENSION CABLE
TENSION IN CABLE 16" SUPER STRENGTHED ZIP.
• DESIGN LOAD 1 ROD = 6000 LBS
• 2 PRESTRESS RODS = 12,000 LBS
• 1200 LBS/T WITH MINIMUM OF 30 PSF/T MASS

PRELIMINARY



NOTE: SOUTH EAST CORNER OF LANDING LOCATED
N 047 39 34.18 W 117 25 50.02

SITE PLAN

1" = 60'-0"



PRELIMINARY

SYNERGO, LLC
15995 SW 74th Ave
Tigard, OR

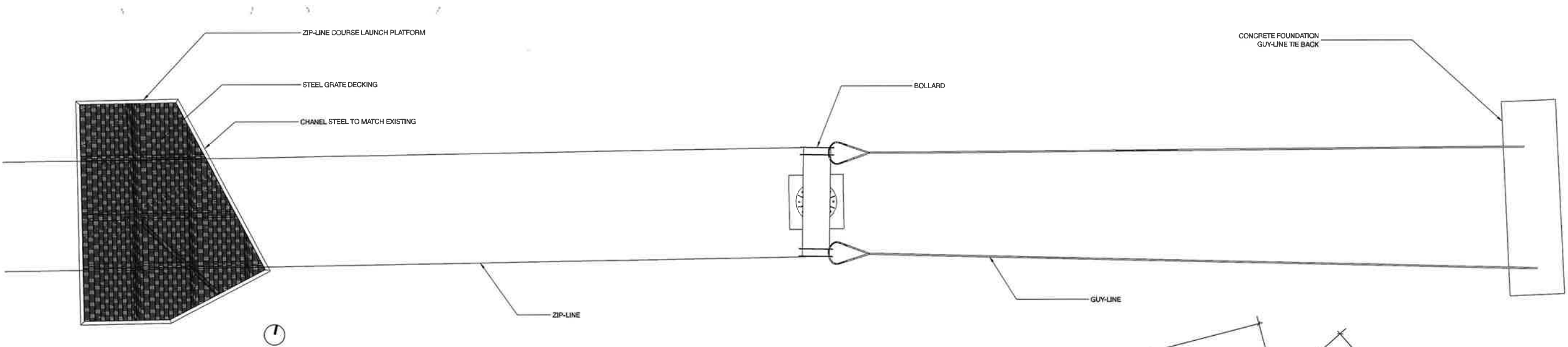
City of Spokane
Spokane Washington

Drawn by: RZAINAB
Checked by: ECALDWELL
Project #: 19000
Date: 01.13.2025

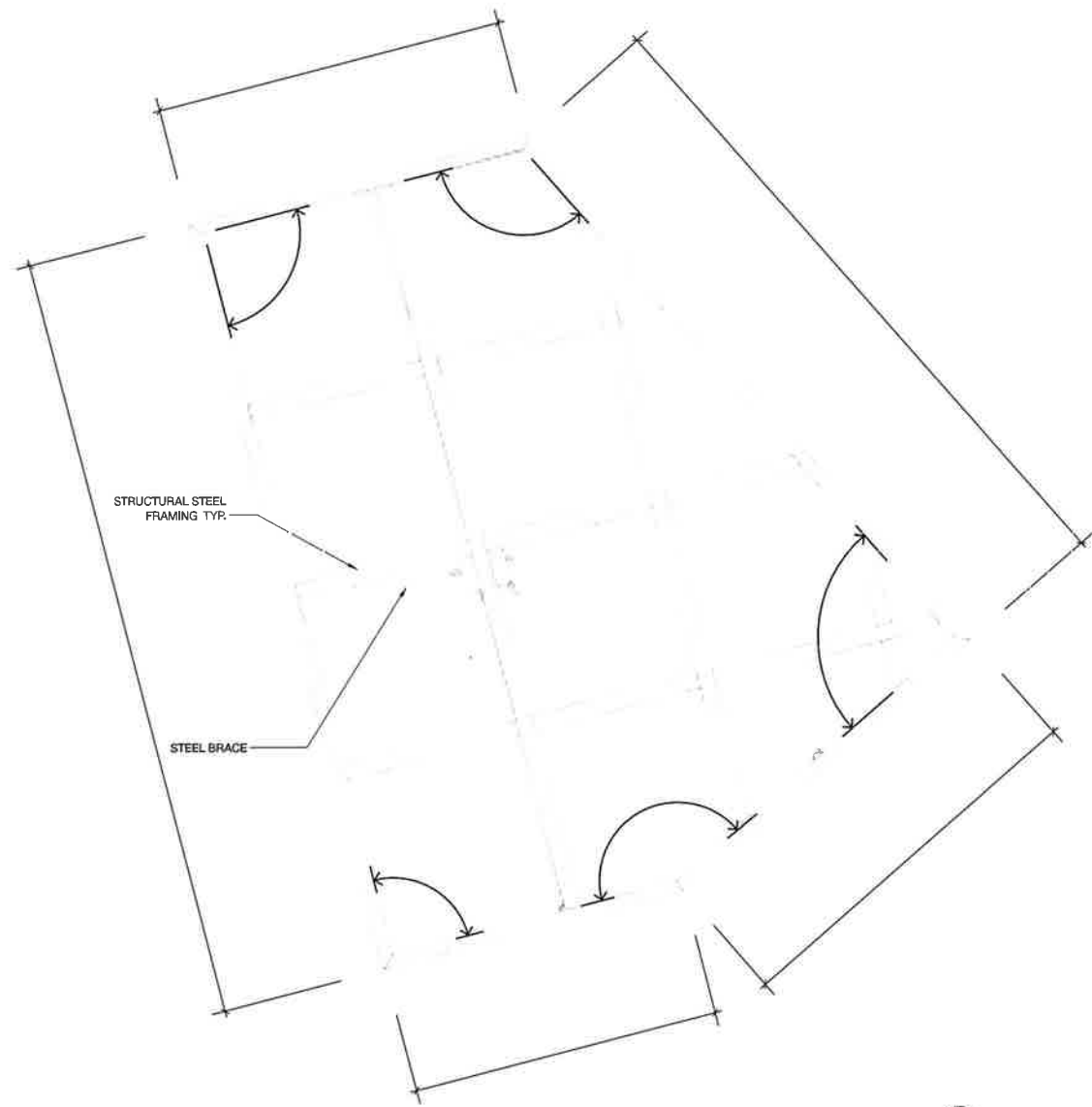
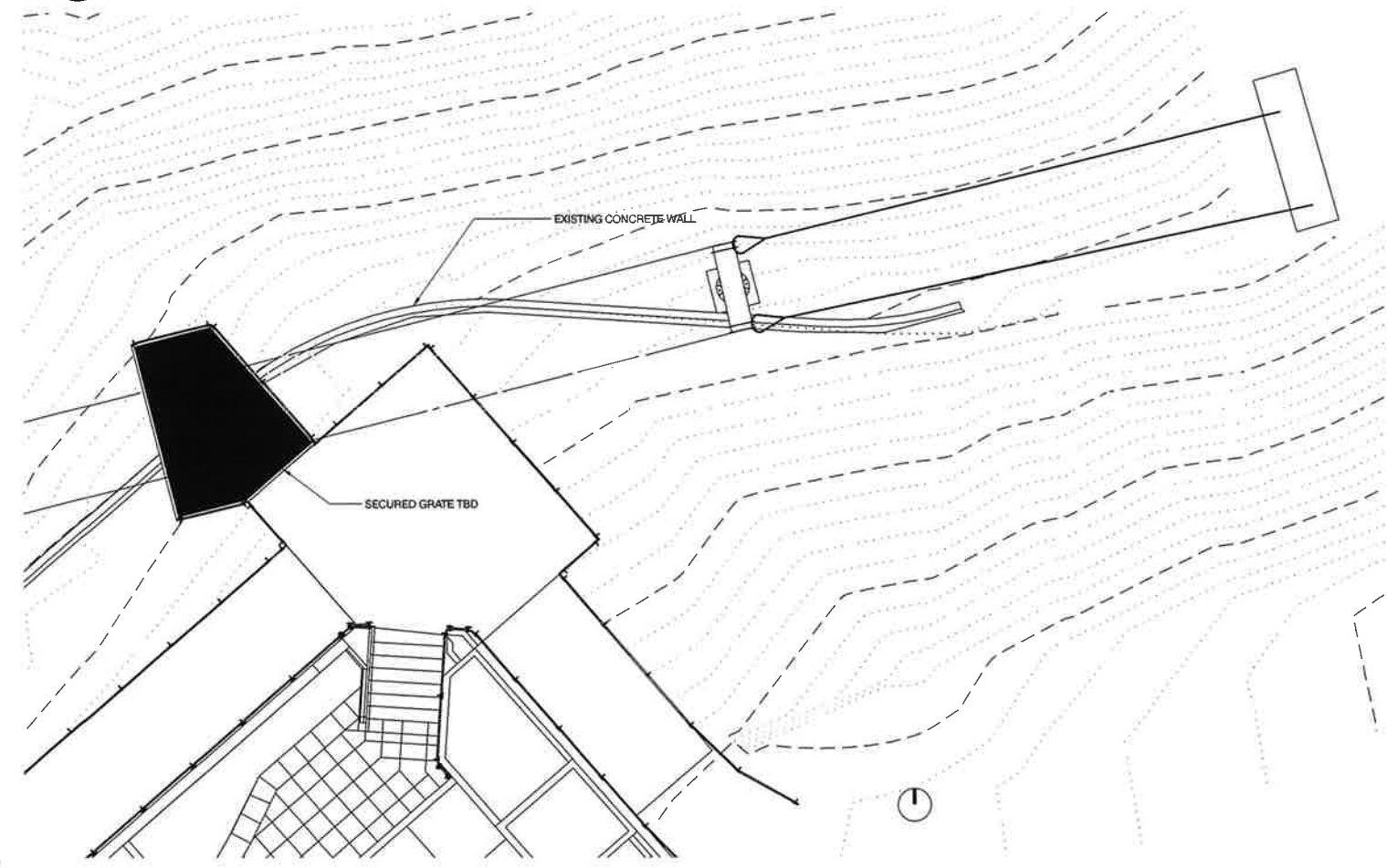
Sheet contents:

Page: Date: JAN 13TH, 2025

S0.02



1 LAUNCH PLAN
S1.01 1/4" = 1'



2 LAUNCH FRAMING PLAN
S1.01 1/2" = 1'

START PLATFORM PLAN

3/8" = 1'-0"



PRELIMINARY

SYNERGO, LLC.
 15995 SW 74th Ave
 Tigard, OR

City Of Spokane
 Spokane Washington

Drawn by: RZAINAB
 Checked by: ECALDWELL
 Project #: 19030
 Date: 01.13.2025

Sheet contains:

Page: Date: JAN 13TH 2025

S1.01

PRELIMINARY

SYNERGO, LLC.
 15995 SW 74th Ave
 Tigard, OR

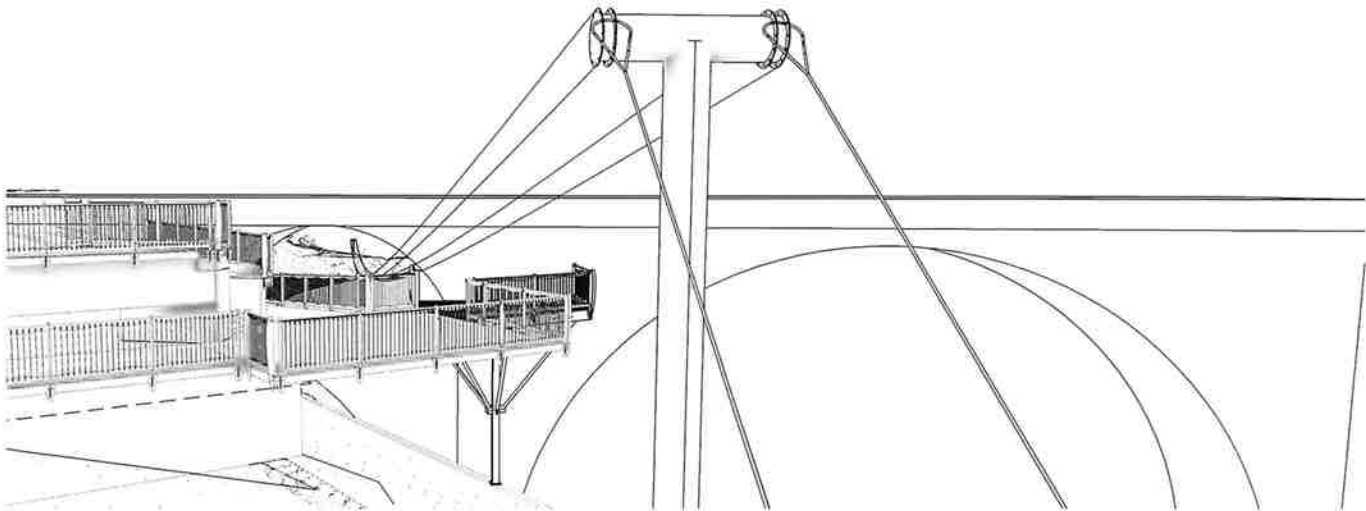
City Of Spokane
 Spokane Washington

Drawn by: RZAINAB
 Checked by: ECALDWELL
 Project #: 19090
 Date: 01.13.2025

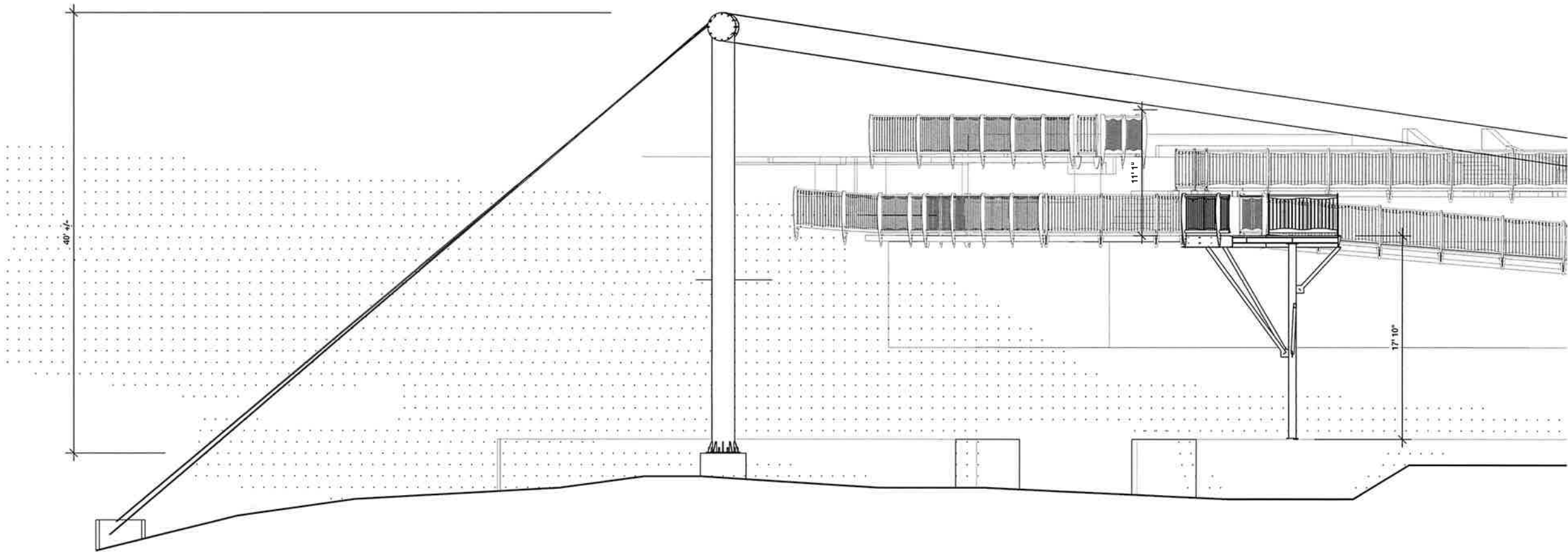
Sheet contains:

Page: Date: JAN 13TH 2025

S1.02



1 LAUNCH PLATFORM PERSPECTIVE
 S1.02 HTS



START PLATFORM ELEVATION

3/16" = 1'





City Of Spokane
Spokane Washington

S2.01

1
S2.01

END PLATFORM RAILING AND DECKING PLAN

2
S2.01

END PLATFORM FRAMING PLAN

 $19^{\circ} = 1^{\circ} 50'$ 

PRELIMINARY

SYNERGO, LLC.
 15995 SW 74th Ave
 Tigard, OR

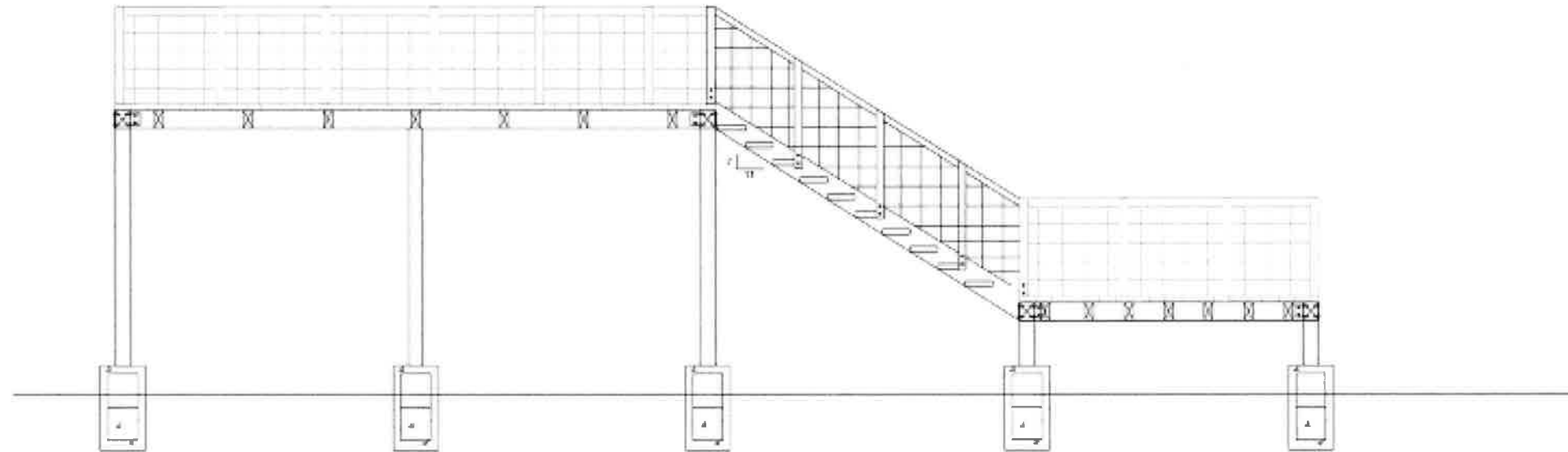
City Of Spokane
 Washington
 Spokane

Drawn by: RZAINAB
 Checked by: ECALDWELL
 Project #: 19000
 Date: 01.13.2025

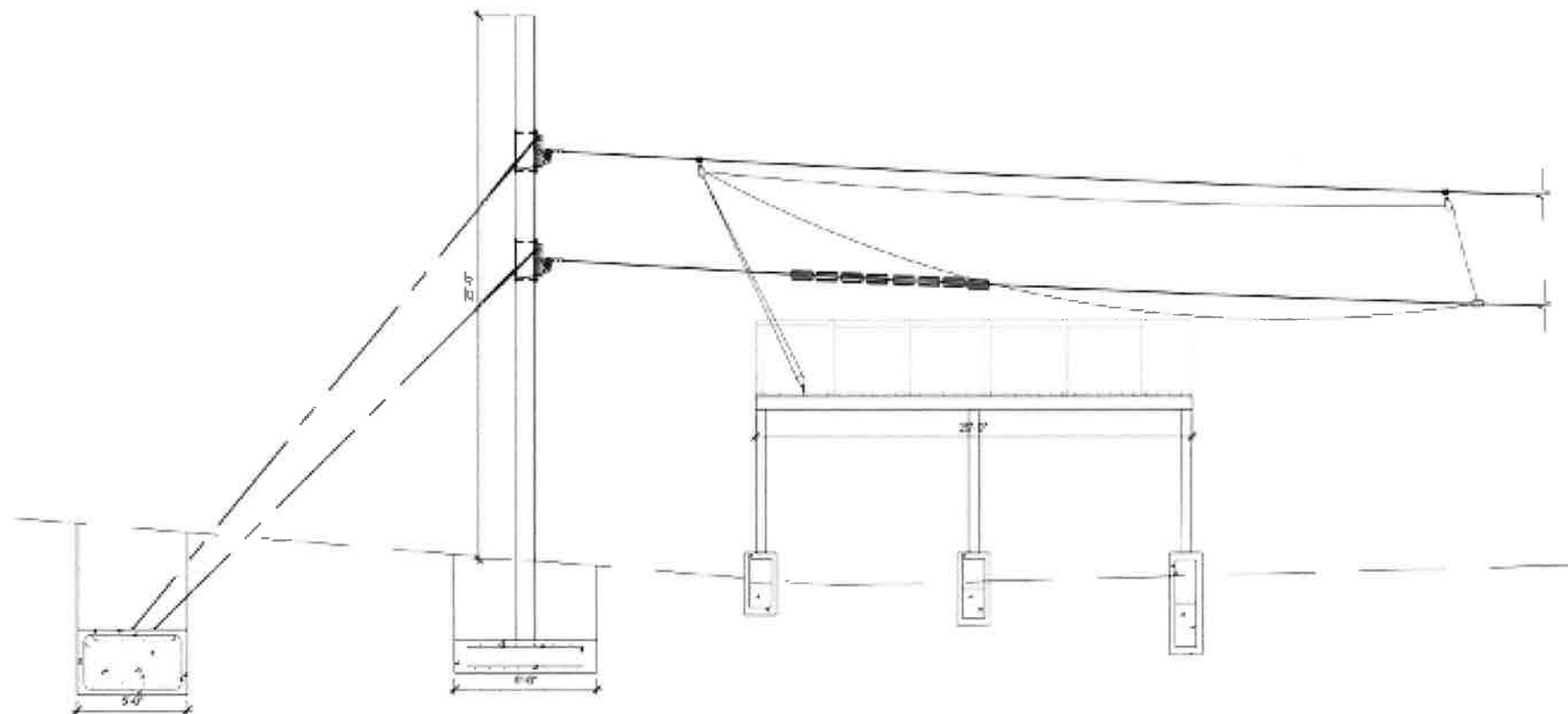
Sheet contents:

Page: Date: JAN 13TH, 2025

S2.02



1
 S2.02
 END PLATFORM ELEVATION

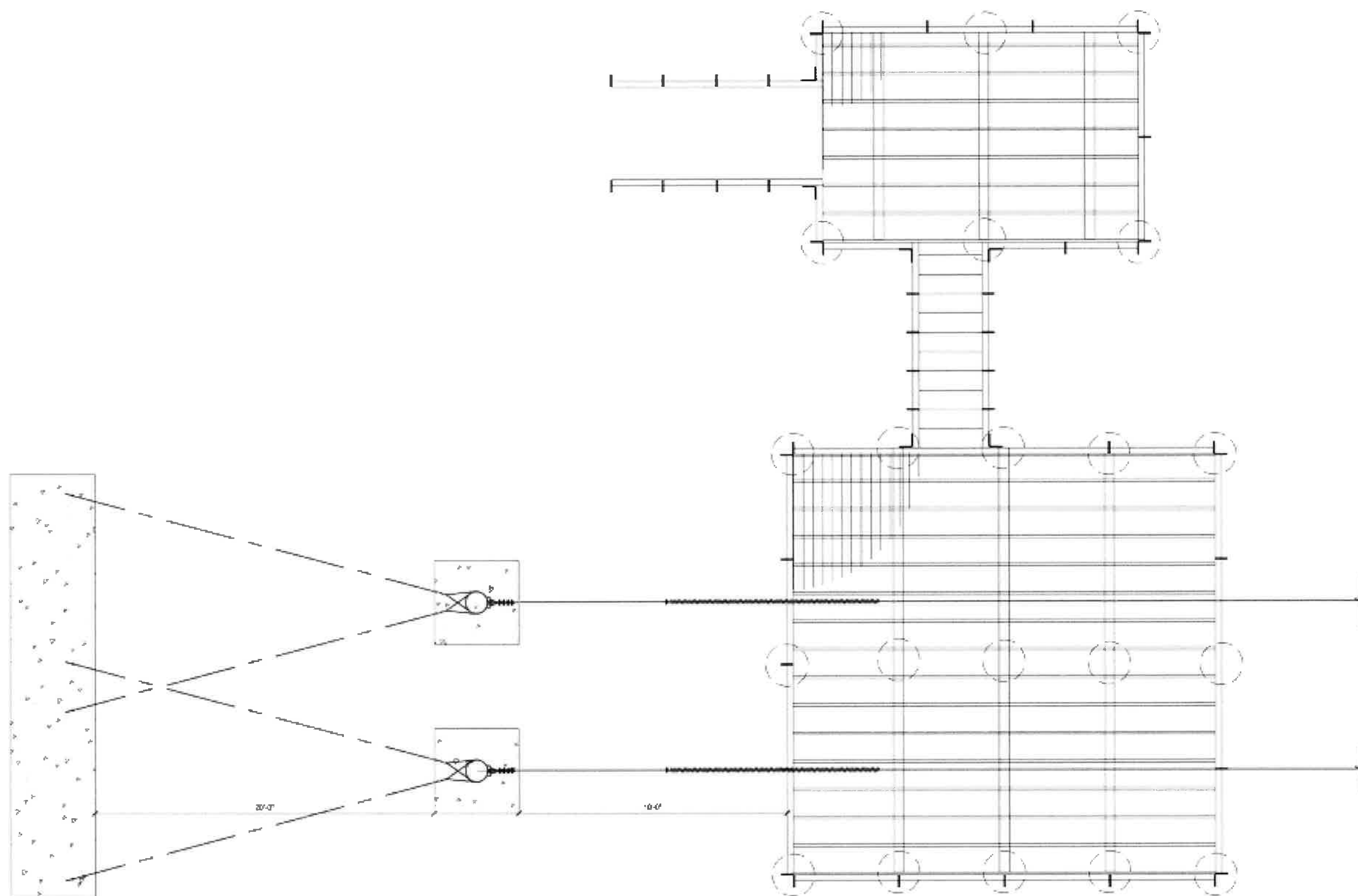


2
 S2.02
 END PLATFORM ZIP LINE ELEVATION

END PLATFORM ELEVATION

1/8" = 1'-0"





END PLATFORM FOOTING PLAN

 $\Delta F = +0.5$ 

Minimum clearance
12'~ Concrete wall
8'~ Concrete roof

RIDER PROFILE CLEARANCE

 $3.45^{\circ} = 1^{\circ} 45'$ 



City Of Spokane

Spokane Washington

A blank coordinate grid with x and y axes ranging from -10 to 10. The grid consists of 21 vertical lines and 21 horizontal lines, creating a 20x20 array of squares. The x-axis is labeled with integers from -10 to 10, and the y-axis is labeled with integers from -10 to 10. The origin (0,0) is at the center of the grid.

Page: Date: JAN 13TH, 2025

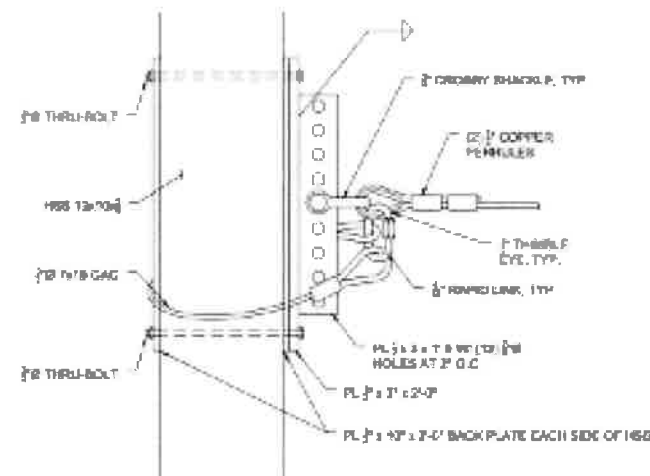
S3.02



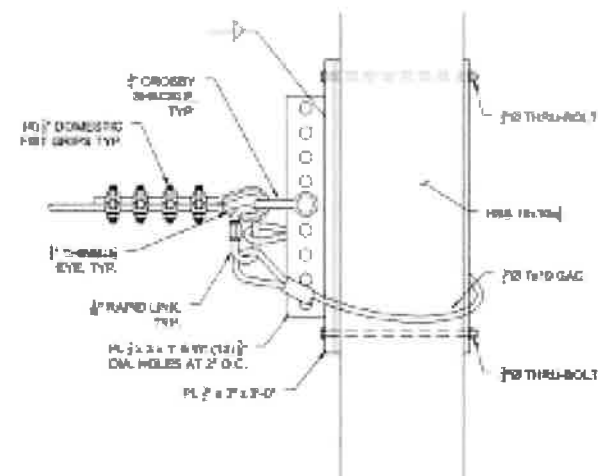
7-0-0



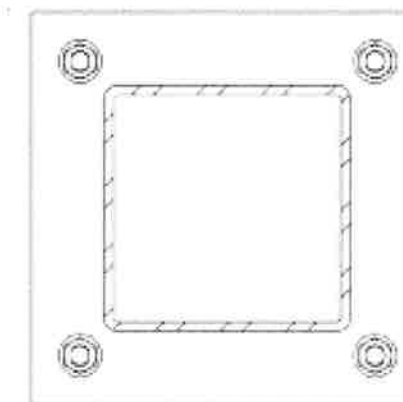
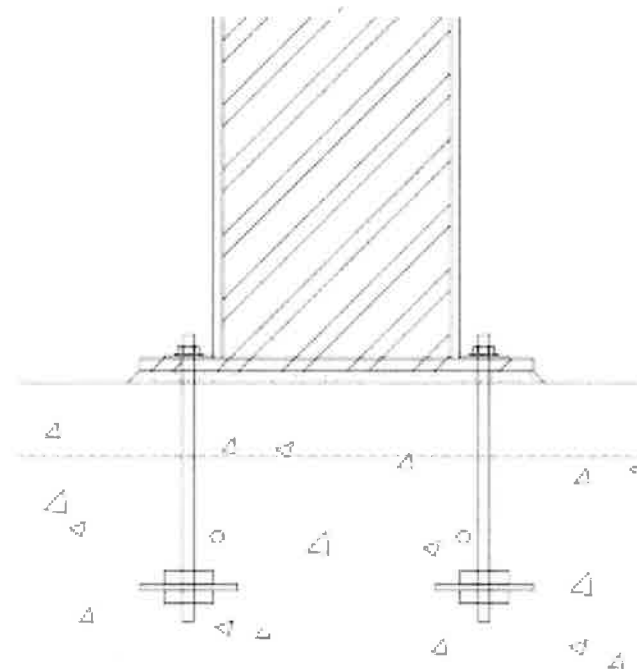
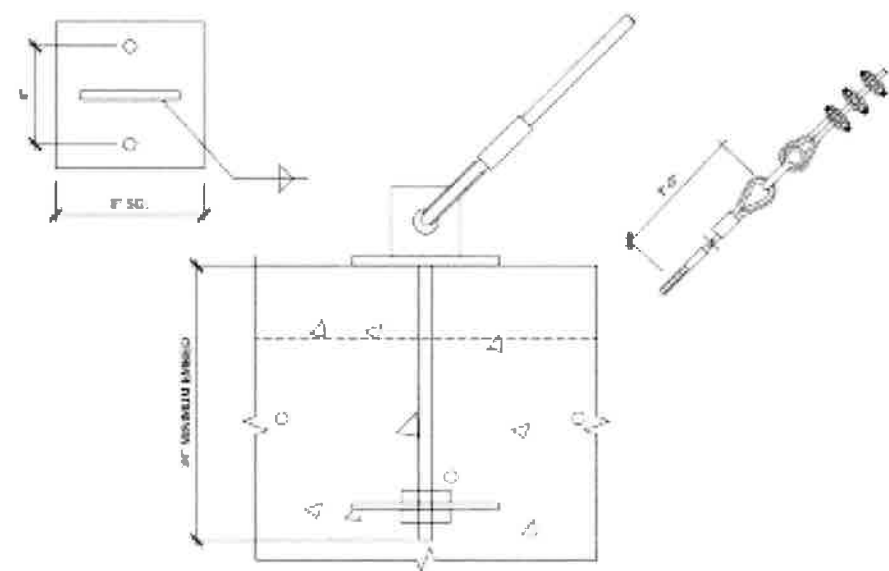
DETAILS ARE NOT
FINALIZED NOR
FOR
CONSTRUCTION



1 ZIP LINE CABLE CONNECTION (LANDING)
51.03



2 ZIP LINE CABLE CONNECTION (LAUNCH)
\$1.03



FOOTING AND ZIP LINE DETAILS



PRELIMINARY

SYNERGO, LLC.
10605 SW 74th Ave
Tualatin, OR

City Of Spokane
Spokane Washington

Drawn by:	RZAINAB
Checked by:	ECALDWELL
Project #:	19000
Date:	01.13.2025

Show contents:

Page: 1 Date: JAN 13TH, 2025

S5.01

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/14/2025

Clerk's File #

ORD C36705

Cross Ref #**Project #****Council Meeting Date:** 06/16/2025**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**

0520-STREAMLINING SOLID WASTE CODE DEFINITIONS & POSITION TITLES

Agenda Wording

This ordinance will update the City's Solid Waste Code by adding all definitions into a table and correcting the position titles responsible for the administration of the chapter.

Summary (Background)

The City's regulations related to solid waste are codified in SMC Chapter 13.02. The City is working to establish definitions in a chapter table format for clarity throughout the municipal code. The solid waste code includes multiple definitions in individual sections. This chapter also references positions (Director of Solid Waste Collection & Director of Solid Waste Disposal) that are now rolled into the single position of Director of Solid Waste Management.

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

--

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	



Memorandum

Office of the Mayor

DATE:

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Kitty Klitzke– Chair, Urban Experience Committee

RE: Streamlining solid waste code definitions and position titles

This memo recommends the adoption of an ordinance to update the City’s Solid Waste Code by adding all definitions into a table and correcting the position titles responsible for the administration of the chapter.

Executive Summary – Solid Waste Code

I. **Background:** The City’s regulations related to solid waste are codified in SMC Chapter 13.02.

II. **Issue:** The City is working to establish definitions in a chapter table format for clarity throughout the municipal code. The solid waste code includes multiple definitions in individual sections.

This chapter also references positions (Director of Solid Waste Collection & Director of Solid Waste Disposal) that are now rolled into the single position of Director of Solid Waste Management.

III. Policy Recommendations

The Council should adopt an ordinance to consolidate the definitions of the Solid Waste Code into a table format and correct the position titles responsible for the administration of this chapter.
--

Proposed Ordinance Table of Contents

Section 1. Amends Article I of Chapter 13.02

Section 2. Amends SMC 13.02.0100

Section 3. Repeals SMC 13.02.0102

Section 4. Repeals SMC 13.02.0104
Section 5. Repeals SMC 13.02.0109
Section 6. Amends SMC 13.02.0110
Section 7. Repeals SMC 13.02.0112
Section 8. Repeals SMC 13.02.0114
Section 9. Repeals SMC 13.02.0116
Section 10. Repeals SMC 13.02.0118
Section 11. Repeals SMC 13.02.0119
Section 12. Repeals SMC 13.02.01191
Section 13. Repeals SMC 13.02.0120
Section 14. Repeals SMC 13.02.0122
Section 15. Repeals SMC 13.02.0124
Section 16. Repeals SMC 13.02.0126
Section 17. Repeals SMC 13.02.0127
Section 18. Repeals SMC 13.02.0128
Section 19. Repeals SMC 13.02.0130
Section 20. Repeals SMC 13.02.0134
Section 21. Repeals Article II of SMC 13.02
Section 22. Amends SMC 13.02.0236
Section 23. Amends SMC 13.02.0248
Section 24. Amends Article III of SMC 13.02
Section 25. Amends SMC 13.02.0350
Section 26. Amends Article IV of SMC 13.02
Section 27. Amends Article V of SMC 13.02
Section 28. Amends Article VI of SMC 13.02
Section 29. Amends Article VII of SMC 13.02
Section 30. Amends Article VIII of SMC 13.02

Section 1. Amends Article I of Chapter 13.02

- Eliminates a standalone definition Article in Chapter 13.02 as a result of consolidation.
- Moves “General Provisions” (originally Article II) to Article I.

Section 2. Amends SMC 13.02.0100

- Creates a consolidated definitions table
- Definitions are added for “Flow Control” and “Franchise Hauling Restrictions”

Section 3. Repeals SMC 13.02.0102

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 4. Repeals SMC 13.02.0104



- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 5. Repeals SMC 13.02.0109

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 6. Amends SMC 13.02.0110 – Customer – Giving Notice

- Repeals the definitions of “customer” and moves it to the definitions table in SMC 13.02.0100.
- Updates the term “Utility Billing Division” to “Utility Billing Office”.

Section 7. Repeals SMC 13.02.0112

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 8. Repeals SMC 13.02.0114

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 9. Repeals SMC 13.02.0116

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 10. Repeals SMC 13.02.0118

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 11. Repeals SMC 13.02.0119

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 12. Repeals SMC 13.02.01191

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 13. Repeals SMC 13.02.0120

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 14. Repeals SMC 13.02.0122

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 15. Repeals SMC 13.02.0124)

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 16. Repeals SMC 13.02.0126

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 17. Repeals SMC 13.02.0127

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 18. Repeals SMC 13.02.0128

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 19. Repeals SMC 13.02.0130

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 20. Repeals SMC 13.02.0134

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

Section 21. Repeals Article II of SMC Chapter 13.02

- With the elimination of a Definitions Article, “General Provisions” becomes Article I.

Section 22. Amends SMC 13.02.0236 (Refuse-only Accounts)

- Corrects position title

Section 23. Amends SMC 13.02.0248 (Service Outside City Limits)

- Corrects position title
- Capitalizes specific department

Section 24. Amends Article III of SMC Chapter 13.02

- Changes the article from III to II

Section 25. Amends SMC 13.02.0350 (Premises Site Plan Approval for Solid Waste Collection Area Required)

- Corrects position title

Section 26. Amends Article IV of SMC Chapter 13.02



- Changes the article from IV to III

Section 27. Amends Article V of SMC Chapter 13.02

- Changes the article from V to IV

Section 28. Amends Article VI of SMC Chapter 13.02

- Changes the article from VI to V

Section 29. Amends Article VII of SMC Chapter 13.02

- Changes the article from VII to VI

Section 30. Amends Article VIII of SMC Chapter 13.02

- Changes the article from VIII to VII

ORDINANCE NO. C36705

An ordinance streamlining definitions in the solid waste code and correcting position titles; amending Articles I, III, IV, V, VI, VII, and VIII of Chapter 13.02 and Sections 13.02.0100, 13.02.0110, 13.02.0236, 13.02.0248, and 13.02.0350; and repealing Sections 13.02.0102, 13.02.0104, 13.02.0109, 13.02.0112, 13.02.0114, 13.02.0116, 13.02.0118, 13.02.0119, 13.02.01191, 13.02.0120, 13.02.0122, 13.02.0124, 13.02.0126, 13.02.0127, 13.02.0128, 13.02.0130, 13.02.0134, and Article II of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Article I of Chapter 13.02 the Spokane Municipal Code is amended to read as follows:

Article I. ((Definitions)) General Provisions

Section 2. That Section 13.02.0100 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0100 Definitions

The following definitions apply in this chapter ((-)) :

Term	Definition
City	City means the City of Spokane.
Collection day	Collection day means the day of the week scheduled for municipal solid waste collection service to be provided to an area or premises.
Combined City utilities bill	Combined City utilities bill refers to the City of Spokane's form of combining billing for municipal water, sewer, and solid waste handling service charges in a single statement.
Construction, demolition, and land-clearing waste (CDL Waste)	Construction, demolition and land clearing waste (CDL Waste) means any combination of recyclable or nonrecyclable construction, demolition and land clearing waste that results from and is incidental to construction, remodeling, repair or demolition of buildings, roads or other structures, or from land clearing for development, and requires removal from the site of construction, demolition or land clearing.

Construction waste	Construction waste means wood, concrete, drywall/wallboard, masonry, roofing, siding, structural metal, wire insulation, carpet, carpet pad, metal or PVC pipe, porcelain plumbing fixtures, steel, insulation, and other building material; and plastics, Styrofoam, twine, baling and strapping materials, cans, buckets, and other packaging materials and containers. It also includes sand, rocks and dirt that are used in construction. In no event shall construction waste include dangerous or extremely hazardous waste of any kind, putrescible garbage, sewerage waste, animal carcasses or asbestos.
Customer	<p>Customer is the person making arrangements or on whose behalf arrangements are made for solid waste collection service from the department, provided a letter of authorization delegating management of a customer's solid waste service is received and on file with their Utility Billing Account.</p> <ul style="list-style-type: none"> • Because solid waste collection service is mandatory for all premises, "customer" further includes all owners and occupants of premises generating or accumulating solid waste. • Where arrangements have been made for billings to be sent to an address other than the premises served, "customer" further includes the addressee at such billing address.
Demolition waste	Demolition waste means solid, largely inert waste resulting from the demolition or razing of buildings, roads, and other man-made structures. Demolition waste consists of, but is not limited to, concrete, brick, bituminous concrete, wood and

	masonry, composition roofing and roofing paper, steel, and minor amounts of other metals, such as copper. Plaster (i.e., drywall, sheet rock, or plasterboard) or any other material or putrescible waste, other than wood, that is likely to produce gases or a leachate during the decomposition process, and asbestos wastes are not considered to be demolition waste for the purposes of this regulation.
Departments	Departments mean the Solid Waste Collection Department as defined in SMC 03.01A.450 for matters within its municipal departmental responsibility and the Solid Waste Disposal Department as defined in SMC 03.01A.470 for matters within its municipal departmental responsibilities.
Director	Director means the Director of Solid Waste Management for areas within Solid Waste Disposal Department and Solid Waste Collection Department functions, unless otherwise assigned, stated or indicated by context.
Flow Control	Flow control is the Spokane Regional Solid Waste System's authority to designate where municipal solid waste in Spokane is processed, treated, and disposed of.
Franchise Hauling Restrictions	The City prohibits a person from providing solid waste collection and disposal unless allowed by state law or pursuant to a City franchise agreement or contract. Additionally, the City prohibits private junk removal and hauling services involving the collection or hauling of solid waste, including construction, demolition and land clearing wastes otherwise offered by the City Solid Waste Collection and Disposal departments. Additional franchise hauling restrictions may be found in SMC 13.02.0204 .
Garbage	Garbage is solid and semi-solid putrescible, discarded materials such as

	kitchen, food, animal, and vegetable wastes.
Generator	Generator is any person originating solid waste. Generator also includes the owner and/or occupant of any premises on which solid waste originates or persists.
Health officer	Health Officer is the appointed health officer of the Spokane Regional Health District, an interlocal City-County agency established under the laws of the State of Washington or any equivalent successor official designated by the Mayor. The Director of Solid Waste Management may also exercise any health officer function for purposes of this chapter.
Incidental hauling	Incidental hauling is defined as less than thirty-three percent of the total bill for services and is an adjunct or secondary activity to the primary activity of demolition or construction activities.
Inert Waste	Inert Waste means non-combustible, non-dangerous solid wastes that are likely to retain their physical and chemical structure under expected conditions of disposal, including resistance to biological attack and chemical attack from acidic rainwater.
Land clearing waste	Land clearing waste means natural vegetation and minerals, such as stumps, brush, blackberry vines, tree branches, and associated dirt, sand, tree bark, sod and rocks.
Permitted facility	Permitted facility is defined as a facility permitted by the State of Washington or the Spokane Regional Health District in accordance with chapter 70.95 RCW and the Spokane County Comprehensive Solid Waste Management Plan.
Person	Person in this chapter is an all-inclusive reference to any individual or group, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity.
Premises	Premises means a specific lot or area of real property served by the department or

	any such lot or area in general. Premises includes permanent and transient human dwellings and places of accommodation, commerce or recreation.
Premises with multi-unit dwellings	Premises with multi-unit dwellings means an area of one or more premises operating in whole or part under unified management or ownership with housing facilities for more than a single-family residence. Such facilities include duplex or multiplex dwellings, apartments, condominiums, trailer parks, or other accounts, including planned unit developments, where billed under a master meter arrangement for water service. Distinguished from this definition for purposes of requirements affecting premises with multi-unit dwellings are hotels, motels, hospitals, nursing homes, or other congregate-care or institutional facilities, which are generally served as a commercial-service account.
Recyclable materials	Recyclable materials (or “recyclables” or “single-stream recyclables”) means materials which are source-separated from the general waste stream for recycling or reuse, as opposed to disposal, and accepted under a recycling program operated by the department. The Director of Solid Waste Management or their designee has the authority to adjust items included in the City’s recycling program or conditions for municipal acceptance, considering chapter 70.95 RCW or any other regulatory requirements, the Spokane County Comprehensive Solid Waste Management Plan, prevailing market conditions for the materials involved, and administrative convenience or efficiency.
Refuse	Refuse is non-putrescible discarded materials, such as rubbish, ashes, or other miscellaneous wastes.
Separated wastes	Separated wastes are discarded materials of a uniform content, quality or consistency approved by the City for

	<p>acceptance as separated wastes. Different rates may apply for separated wastes. Types of separated wastes may change from time to time, depending on market conditions, operational efficiency and other factors, at the City's discretion. Currently identified categories are:</p> <ol style="list-style-type: none"> 1. Separated yard and garden waste, also referenced as "clean green" wastes; 2. other composts; 3. baled refuse or refuse which has been tied in bundles for collection; 4. small animal carcasses; 5. Demolition debris, which is materials such as concrete, brick, metals, wood, and glass such as resulting from the demolition of a building or other structure. 6. Waste tires - tires that are no longer suitable for their original intended purpose because of wear, damage, or defect.
Solid Waste	<p>Solid Waste (or "waste") means all putrescible and non-putrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, per RCW 70.95.030 (22).</p>
Specialized solid waste handling equipment	<p>Specialized solid waste handling equipment is defined as:</p> <ol style="list-style-type: none"> A. Front load waste collection vehicle; B. Rear load waste collection vehicle; C. Side load waste collection vehicle;

	<p>D. Tilt-frame collection vehicle for the hauling of roll-off waste; containers or waste compactors;</p> <p>E. Private roll-off waste container;</p> <p>F. Intermodal container used for solid waste disposal;</p> <p>G. Container carrier truck or container delivery truck for the hauling of solid waste containers; or</p> <p>H. Solid waste containers for the collection of solid waste are one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.</p>
Spokane County Comprehensive Solid Waste Management Plan	Spokane County Comprehensive Solid Waste Management Plan sometimes referenced as “Spokane Solid Waste Plan” or in shorter terms, means a plan prepared by Spokane County in cooperation with the City of Spokane and others pursuant to the requirements of RCW 70.95.080 guiding the City of Spokane’s goals and priorities for implementing and evaluating municipal solid waste management functions.
Transfer Station	Transfer Station is a permanent, fixed supplemental collection and transportation facility owned by Spokane County used by persons and collection vehicles to deposit solid waste into a larger transfer vehicle for transport to a permanent disposal site.
Waste-to-Energy Facility (WTE)	Waste-to-Energy Facility, also known as the Waste-to-Energy Plant, is the Spokane incinerator operated as a solid waste disposal and energy-recovery facility. The Waste-to-Energy Facility is part of the Department of Solid Waste Disposal and is overseen by the Director of Solid Waste Management.

Section 3. That Section 13.02.0102 of the Spokane Municipal Code is repealed.

Section 4. That Section 13.02.0104 of the Spokane Municipal Code is repealed.

Section 5. That Section 13.02.0109 of the Spokane Municipal Code is repealed.

Section 6. That Section 13.02.0110 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0110 Customer – Giving Notice

~~((A. “Customer” is the person making arrangements or on whose behalf arrangements are made for solid waste collection service from the department.~~

- ~~1. Because solid waste collection service is mandatory for all premises, “customer” further includes all owners and occupants of premises generating or accumulating solid waste.~~
- ~~2. Where arrangements have been made for billings to be sent to an address other than the premises served, “customer” further includes the addressee at such billing address.))~~

~~((B)). For purposes of any notice given by the City under this chapter, giving notice is sufficient if it is either mailed, emailed, given, or left either at the premises served or mailed to a billing address, if different from the service address, as shown in the ((City utilities billings division)) City’s Utility Billing Office files.~~

- ~~1. For premises with multi-unit dwellings or where several buildings are served with one account, notice is sufficient if given or mailed to the agent or representative of the account, as identified by the department or ((utility billing division)) Utility Billing Office.~~
- ~~2. Nothing here limits the City’s right to recover any obligation from any person determined to be responsible for charges incurred or receiving direct or indirect benefit of services provided.~~

Section 7. That Section 13.02.0112 of the Spokane Municipal Code is repealed.

Section 8. That Section 13.02.0114 of the Spokane Municipal Code is repealed.

Section 9. That Section 13.02.0116 of the Spokane Municipal Code is repealed.

Section 10. That Section 13.02.0118 of the Spokane Municipal Code is repealed.

Section 11. That Section 13.02.0119 of the Spokane Municipal Code is repealed.

Section 12. That Section 13.02.01191 of the Spokane Municipal Code is repealed.

Section 13. That Section 13.02.0120 of the Spokane Municipal Code is repealed.

Section 14. That Section 13.02.0122 of the Spokane Municipal Code is repealed.

Section 15. That Section 13.02.0124 of the Spokane Municipal Code is repealed.

Section 16. That Section 13.02.0126 of the Spokane Municipal Code is repealed.

Section 17. That Section 13.02.0127 of the Spokane Municipal Code is repealed.

Section 18. That Section 13.02.0128 of the Spokane Municipal Code is repealed.

Section 19. That Section 13.02.0130 of the Spokane Municipal Code is repealed.

Section 20. That Section 13.02.0134 of the Spokane Municipal Code is repealed.

Section 21. That Article II of Chapter 13.02 the Spokane Municipal Code is repealed.

Section 22. That Section 13.02.0236 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0236 Refuse-only Accounts

Most premises in the City are billed through a combined City utilities bill. For premises not served with City water or sewer service, the billing is described as a “refuse-only” account. “Refuse-only” account customers must contact ~~((the director of solid waste))~~ Spokane 311 for prior approval to initiate a refuse-only account ~~((at (509) 625-7955))~~.

Section 23. That Section 13.02.0248 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0248 Service Outside City Limits

- A. The ~~((City solid waste collection department))~~ City’s Solid Waste Collection Department does not provide collection service outside City limits except as may be authorized by applicable law or contract, including appropriate arrangements

with a private solid waste collection company. The ~~((solid waste disposal department))~~ Solid Waste Disposal Department ~~((does operate))~~ operates disposal service for solid waste from inside and outside the ~~((City))~~ city of Spokane.

- B. In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided, any other portions of this chapter or [chapter 13.01 SMC](#) may be applied by the ~~((director of solid waste collection or disposal))~~ Director of Solid Waste Management where deemed needed as terms and conditions of service to outside the City customers.

Section 24. That Article III of the Spokane Municipal Code is amended to read as follows:

Article ~~((III))~~ II. Collection

Section 25. That Section 13.02.0350 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0350 Premises Site Plan Approval for Solid Waste Collection Area Required

- A. Customers are responsible ~~((to obtain))~~ for obtaining the advance plan approval of the ~~((director of solid waste collection))~~ Director of Solid Waste Management or their designee of all proposed waste storage areas, collection points, and customer equipment to be used.
- B. This requirement shall apply whenever new construction or remodeling occurs or whenever the customer's waste disposal needs change.
- C. Customers involved in the City building permit or plan review process remain responsible ~~((to obtain))~~ for obtaining ~~((the director of solid waste collection's))~~ affirmative approval from the Director of Solid Waste Management of their designee in addition to other municipal approval requirements. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.
- D. Note that for customer convenience, other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.

Section 26. That Article IV of the Spokane Municipal Code is amended to read as follows:

Article ~~((IV))~~ III. Recycling

Section 27. That Article V of the Spokane Municipal Code is amended to read as follows:

Article ((V)) IV. Residential and Commercial Rates

Section 28. That Article VI of the Spokane Municipal Code is amended to read as follows:

Article ((VI)) V. Recycling Rates

Section 29. That Article VII of the Spokane Municipal Code is amended to read as follows:

Article ((VII)) VI. Disposal Rates

Section 30. That Article VIII of the Spokane Municipal Code is amended to read as follows:

Article ((VIII)) VII. Additional Provisions

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 Meeting Information: PIES <input type="text"/> Discussion <input type="text"/> 05/19/2025 <input type="text"/> Duration: 5 min.		<input type="text"/> Date Rec'd <small>(Clerk use only)</small>	<input type="text"/> 5/15/2025
		<input type="text"/> Clerk's File #	<input type="text"/> OPR 2025-0418
		<input type="text"/> Cross Ref #	<input type="text"/>
		<input type="text"/> Project #	<input type="text"/>
<input type="text"/> Status: SUBMITTED TO AGENDA Council Meeting Date: <input type="text"/> 06/16/2025 Briefing date: 06/02/2025		<input type="text"/> Bid #	<input type="text"/>
Submitting Dept*:	<input type="text"/> CITY COUNCIL	<input type="text"/> Requisition #	<input type="text"/>
Contact Name & Phone*:	<input type="text"/> JACKSON DEESE <input type="text"/> 6718	<input type="text"/> Sponsoring at Administration Request	<input type="checkbox"/>
<input type="text"/> Contact E-Mail*:	<input type="text"/> JDEESE@SPOKANECITY.ORG		
Agenda Item Type*:	<input type="text"/> Special Considerations		
Council Sponsor(s):	<input type="text"/> ZZAPPONE <input type="text"/> Council Sponsor <input type="text"/> Council Sponsor		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/>		Grant Related? Yes <input checked="" type="radio"/> No <input type="radio"/>	
		Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>	
<input type="text"/> Agenda Item Name: Begin with Dept # <input type="text"/> 0320 2025 TOURISM AND CULTURAL INVESTMENT GRANT RECC			
<input type="text"/> Agenda Wording*: <div style="border: 1px solid black; padding: 5px; min-height: 40px;"> Approval of recommendations from the Tourism and Cultural Investment Committee for funding allocations. </div>			
<input type="text"/> Summary (Background)*: <div style="border: 1px solid black; padding: 5px; min-height: 80px;"> Recommendations from the Tourism and Cultural Investment Committee for funding allocations are: Terrain Flagship - \$10,000; Nuestras Raices - Tacos y Tequila - \$10,000; Boomjam Music and Arts Festival - \$10,000; Spokane Pride - Garland Parade - \$10,000; Blue Door Theatre - \$10,000; South Perry Street Fair - \$10,000; Curators of Sound Concert Series - \$10,000; dom+bomb Fashion Show - \$5,000; City of Spokane - Special events barricades - \$10,000; Marketing stipend - \$8,000; Admin fee - up to \$10,000 </div>			
Fiscal Impact			
Approved in current year budget? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A			
Total cost: \$ <input type="text"/> 103,000			
Current year cost: \$ <input type="text"/> 103,000			
Subsequent year(s) cost: \$ <input type="text"/> 0			
Narrative: (21 character max)			
<div style="border: 1px solid black; padding: 5px; min-height: 40px;"> Tourism and Cultural Investment dollars come from Lodging Taxes that get reinvested into the community to support local events that attract visitors from out of town to recirculate those dollars by staying in hotels during their stay. </div>			
Funding Source <input type="radio"/> One-Time <input checked="" type="radio"/> Recurring <input type="radio"/> N/A			
Specify funding source: <input type="text"/> Select			
Is this funding source sustainable for future years, months, etc?			
<div style="border: 1px solid black; padding: 5px; min-height: 40px;"> The Committee is tasked with providing dollars to events and organizations that can replenish the fund by bringing tourists to Spokane that stay in hotels. </div>			
Expense Occurrence <input type="radio"/> One-Time <input checked="" type="radio"/> Recurring <input type="radio"/> N/A			
Other budget impacts: (revenue generating, match requirements, etc.)			
<div style="border: 1px solid black; height: 20px;"></div>			
<input type="text"/> Amount		Budget Account	

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

What impacts would the proposal have on historically excluded communities?:

Part of the scoring criteria for these applications included Diversity, Equity, and Inclusion. The Committee was very receptive to organizations that put thought into their respective responses.

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?

Funded organizations will be asked to report back to the Committee how they were successful and how the allocated funding supported their event(s).

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

Number of hotel-night stays, and replenishment of the Tourism and Cultural Investment Fund.

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?

Supports the local economy through a diverse list of events that bring tourists to Spokane on a recurring basis.

Council Subcommittee Review

Recommendations came from Tourism and Cultural Investment Committee.

Approvals		Distribution List	
Dept Head		Vendor Signer (First & Last Name & E-Mail)	
Division Director			
Accounting Manager	BUSTOS, KIM	jhall@spokanecity.org	
Legal	HARRINGTON, MARGARET		
Executive			
Additional Approvals			
ACCOUNTING - GRAN ▼	BROWN, SKYLER		
Select Dept 2 ▼			

Select Dept 3 ▼		
Select Dept 4 ▼		

Save

Cancel

View Related Documents

Terrain Flagship	\$	10,000
Tacos y Tequila	\$	10,000
Boomjam Music and Arts Festival	\$	10,000
Spokane Pride- Garland Pride	\$	10,000
Blue Door Theatre	\$	10,000
South Perry Street Fair	\$	10,000
Curators of Sound Concert Series	\$	10,000
dom+bomb	\$	5,000
City Spokane - special events	\$	10,000
Marketing stipend	\$	8,000
Admin fee (up to)	\$	10,000

Strike the entirety of OPR 2025-0418 and insert the following in its place:

**BOARD AND COMMISSION MINUTES
City of Spokane
Tourism and Cultural Investment Committee
City Hall Conference Room 7B
May 30, 2025**

Call to Order: 10:31 AM

Attendance

Committee Members Present:

Council Member Zack Zappone (non-voting), Matt Jensen (virtual), Cami Aguayo (virtual), Rowena Pineda (virtual), Ginger Ewing (virtual), Rose Noble (virtual, arrived 10:41).

Jon Erickson was absent.

Approval of Minutes

- A. 2/4/25
- B. 5/2/25
- C. 5/15/25

- i. Motion to approve the minutes as presented
 - a. Matt Jensen moves; Ginger Ewing seconds
Ayes: Matt Jensen, Cami Aguayo, Rowena Pineda, Ginger Ewing.

Agenda Items

- A. Final 2025 TACI Grant Application Recommendations

- ii. Motion to approve recommendations as follows:

Nuestras Raices – Tacos y Tequila - \$10,000; Boomjam Music and Arts Festival - \$10,000; Spokane Pride – Garland Parade - \$10,000; Blue Door Theatre - \$10,000; South Perry Street Fair - \$10,000; Curators of Sound Concert Series - \$10,000; dom+bomb Fashion Show – \$5,000; City of Spokane – Special events barricades - \$10,000; Admin fee – up to 2.5% of total award amount and require a staff report on time spent.

- a. Matt Jensen moves; Cami Aguayo seconds
Ayes: Matt Jensen, Cami Aguayo, Rowena Pineda, Ginger Ewing, Rose Noble

iii. Motion to approve recommendation of Terrain Flagship for \$10,000

- a. Matt Jensen moves; Cami Aguayo seconds
Ayes: Matt Jensen, Cami Aguayo, Rowena Pineda, Rose Noble
Abstentions: Ginger Ewing

Public Comment

A. None.

Executive session

A. None.

Adjournment

The meeting adjourned at 10:43 AM

Minutes prepared by Jackson Deese, Legislative Assistant



Zack Zappone
City Council Member

PURPOSE OF AMENDMENT: This amendment reflects changes to the recommendations made by the TACI Committee after advice from City Legal to avoid conflicts of interest and maintain better records of Committee action.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/15/2025

Clerk's File #

CPR 2025-0034

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MAGGIE YATES 625-6753

Requisition #**Contact E-Mail**

MYATES@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Council Sponsor(s)

BWILKERSON

Sponsoring at Administrators Request

NO

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

APPROVAL TO CONVENE "SAFE & HEALTHY SPOKANE TASK FORCE"

Agenda Wording

Approval of joint letter with elected officials from Spokane County and Spokane Valley, as well the Spokane County Sheriff and the Spokane Valley Police Chief to convene the "Safe & Healthy Spokane Task Force" to provide a comprehensive regional effort to combat the opioid epidemic.

Summary (Background)

Council is asked to approve the Council's and the Mayor's written commitment to convene a task force with elected officials from Spokane County and Spokane Valley, as well the Spokane County Sheriff and the Spokane Valley Police Chief, titled the "Safe & Healthy Spokane Task Force." The Task Force will consist of a experts, leaders, and individuals with lived experience in areas including behavioral health, law enforcement, the courts, emergency response, healthcare, business, philanthropy, labor, workforce, and advocacy, and will focus on expanding behavioral health interventions, reducing recidivism, modernizing facilities, and improving system effectiveness and community safety. Each jurisdiction commits to A multi-sector, multijurisdictional Planning Team that will select Task Force members after considering stakeholder and public input, and guide the Task Force's work, and commits to designating jurisdictional staff to help carry out the work of the task Force. The items for consideration by the council include (1) joint letter committing to creation of the task force, (2) proposed composition of the task force, and (3) letter of support for the task force from business and community leaders.

What impacts would the proposal have on historically excluded communities?

The Task Force is expected to include, among experts and jurisdictional staff, individual with lived experience with lived experience in areas including behavioral health, law enforcement, the courts, emergency response, healthcare, business, philanthropy, labor, workforce, and advocacy. This diverse group will necessarily include individuals from historically marginalized communities most affected by the opioid crisis.

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?

The task Force is charged with: • Completing a Needs Assessment that identifies strengths, gaps, and areas for scaling successful programs, and builds upon recent justice and behavioral health mapping efforts; and • Updating Previous Studies & Recommendations in light of the current opioid crisis, incorporating best practices from other communities;

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

See above

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 implementation of the Task Force is consistent with prior resolutions to address regional issues with multijurisdictional cooperation.

Council Subcommittee Review

Not applicable

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>	GBYRD		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
Distribution List			

Letter of Support for Safe & Healthy Spokane Task Force Establishment

May 7, 2025

To Spokane County and Municipal Leaders,

On behalf of our associations, member organizations, businesses, community leaders, and business leaders from across the Spokane region, we write to express our full and unified support for the formation of the Safe & Healthy Spokane Task Force and to urge elected leaders across jurisdictions to formally endorse and prioritize its advancement.

Over the past year, our coalition—comprised of stakeholders from the private, nonprofit, philanthropic, and public sectors—has worked collaboratively to assess the region’s most pressing public health and safety challenges. We have contributed time, leadership, and resources to an inclusive planning effort that has produced a thoughtful framework for moving forward. This work reflects a commitment to identifying and implementing comprehensive, systemic, and data-driven strategies to improve outcomes for all who live and work in Spokane County.

We strongly support the Task Force’s mission to develop a regional vision and actionable plan that addresses intersecting challenges in behavioral health, criminal justice, emergency response, and public safety. Its focus on expanding intervention programs, modernizing facilities, coordinating investments, and recommending policy and funding solutions is urgently needed. We are especially encouraged by the emphasis on equity, transparency, and broad stakeholder engagement throughout the process.

Our organizations have actively participated in the development of this effort and stand ready to continue providing guidance, support, and partnership as the work moves into its next phase. We view this initiative as essential to the long-term vitality, safety, and well-being of the region—and to the ability of our institutions to respond to evolving public health and safety needs with accountability and innovation.

We respectfully urge your formal commitment to this collaborative undertaking and look forward to working with you in support of a healthier and safer Spokane for all.

Sincerely,

Alicia Barbieri, Goodale & Barbieri Company
Lance Beck, Greater Spokane Valley Chamber of Commerce
Alisha Benson, Greater Spokane, Inc.
Emilie Cameron, Downtown Spokane Partnership

Letter of Support for Safe & Healthy Spokane Task Force Establishment

Gavin Cooley, Spokane Business Alliance
Stacey Cowles, Cowles Company
Jan Downing, Frontier Behavioral Health
Stanley Harewood, Freedom Project
Jack Heath, Washington Trust
Latisha Hill, Avista Corp
Alex Jackson, MultiCare Health System
JJ Johnson & Sheryl Stone, Citizens for a Safe Spokane
Dean Martz, Empire Health Foundation
Charlotte Nemec, Canopy Credit Union
Alison Poulsen, Better Health Together
Zeke Smith, Empire Health Community Advocacy Fund
Susan Stacey, RN, MBA, FACHE, Providence Inland NW Service Area
Angel Tomeo Sam, Yoyot Sp'q'n'i
Francisco Velazquez, MD, Spokane Regional Health District
Bryn West, Cowles Real Estate
Aaron Wilson & John Browne, CHAS

DRAFT Spokane County Jurisdictions Convene “Safe & Healthy Spokane Task Force”

We, the undersigned jurisdictions, recognize our region faces challenges including untreated behavioral health issues, inadequate justice and treatment facilities, and an overburdened criminal justice system. The opioid crisis exacerbates these challenges and destroys too many lives and families in communities across Spokane County. Now is the time to come together to develop shared solutions and deliver the positive results our citizens deserve. To improve outcomes in our local public health and safety systems, and to create a safer, healthier community for all, we are jointly convening the Safe & Healthy Spokane Task Force.

We charge the Task Force to act with urgent and thoughtful deliberation to craft a regional vision and Action Plan by the Spring of 2026, and to present that plan to local elected leaders.

The issues we face are pressing, and while the Task Force develops its Action Plan, we will not wait to act. We are already coordinating investments to tackle the drug crisis using our Opioid Settlement funds, working to grow our successful regional Crisis Stabilization Center, and co-deploying behavioral health professionals with first responders in the field. Going forward, we will look to the Task Force for other strategies that can be implemented right away.

The Task Force will consist of a diverse array of experts, leaders, and individuals with lived experience in areas including behavioral health, law enforcement, the courts, emergency response, healthcare, business, philanthropy, labor, workforce, and advocacy. With a focus on expanding behavioral health interventions, reducing recidivism, modernizing facilities, and improving system effectiveness and community safety, **we charge the Task Force to formulate a Regional Action Plan** that prioritizes actionable, cost effective strategies to make our community safer and healthier by:

- **Completing a Needs Assessment** that identifies strengths, gaps, and areas for scaling successful programs, and builds upon recent justice and behavioral health mapping efforts;
- **Updating Previous Studies & Recommendations** in light of the current opioid crisis, incorporating best practices from other communities;
- **Engaging Broad Public Input** to ensure the voices and priorities of the people are heard;
- **Recommending Specialized Strategies, Services, and Facilities** after in depth exploration of specific areas including prevention and diversion; pre/post-incarceration interventions; coordinated case management; efficient intake, booking and case processing; crisis response; therapeutic courts; re-entry approaches; workforce needs; data; and the facilities needed to promote a safe and healthy Spokane;
- **Ensuring Transparency and Accountability** in all its operations by meeting in public, providing regular progress reports, maintaining a public facing website; and
- **Leveraging Funding** by identifying ways to maximize effective use of taxpayer dollars and integrate existing public and private resources wherever possible. Based upon the Task

Force's recommendations, a County-wide ballot measure could be considered in 2026 to fund Action Plan strategies and facility improvements, as needed.

A multi-sector, multijurisdictional Planning Team will select Task Force members after considering stakeholder and public input, and guide the Task Force's work. (See Attachment A – Planning Team & Task Force Attributes).

To be successful, the Task Force must have robust staff support. We commit to designate jurisdictional staff to help carry out this important work. We are grateful for the commitment of partnering organizations who are providing public engagement and facilitation consultants. These consultants will help support and coordinate the Task Force's work streams. We will also convene a Facilities Work Group, comprised of elected officials and key staff, to develop – with input from the Task Force – a proposed framework for updating our region's outdated, overcrowded, inadequate detention facilities.

We believe in the people of Spokane County. Everyone in our region deserves to be safe and healthy. We look forward to the progress we will achieve together.

SIGNED:

Spokane County Sheriff

Spokane County Commissioners

City of Spokane Mayor

Spokane City Council

Spokane Valley Mayor

Spokane Valley Police Chief

DRAFT ATTACHMENT A to Safe & Health Spokane Task Force Joint Letter

The Planning Team consists of the following members:

- Spokane County Sheriff, John Nowels
- Spokane County Commissioner, Mary Kuney
- Spokane County Commissioner, Chris Jordan
- City of Spokane Valley Mayor, Pam Haley
- City of Spokane Valley City Manager, John Hohman
- City of Spokane Mayor, Lisa Brown
- City of Spokane City Council President, Betsy Wilkerson
- Downtown Spokane Partnership President and CEO, Emilie Cameron
- Greater Spokane, Inc. Chief Executive Officer, Alisha Benson
- Greater Spokane Valley Chamber of Commerce President and CEO, Lance Beck
- Avista Corporation Vice President of Community Affairs, Latisha Hill
- Empire Health Foundation President, Zeke Smith

Task Force members should have experience in the following areas: *(not necessarily mutually exclusive)*

- Behavioral health and public health experts
- Law enforcement officials (Sheriff's Office, Police Departments, Law & Justice/Jail Operations)
- Judicial system representatives (Judges, Prosecutors, Public Defenders)
- Emergency medical response (Fire Departments, EMS, Health Care System/Hospitals)
- Business community
- Public Finance and real estate representatives
- Nonprofit, philanthropic, service provider and advocacy leaders
- Individuals with lived experience with the justice system, behavioral health challenges, and homelessness
- Workforce and labor representatives

While members of the Task Force may not embody all the following attributes, they should have diverse experience and expertise to support the objectives:

- Commitment to collaborative problem-solving and data-driven decision-making.
- Familiarity with community engagement and advocacy.
- Ability to prioritize cost-effective and equitable solutions for diverse populations.
- Dedication to transparency and accountability.
- Lived experience in or with behavioral health, law enforcement, criminal justice, health and social services, emergency response services, homelessness and public policy.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

Clerk's File #

ORD C36680

Cross Ref #**Project #****Council Meeting Date:** 04/28/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 625.6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

YES

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

ORDINANCE ADOPTING AN INTERIM CONTROL FOR OFF-PREMISE ALCOHOL

Agenda Wording

An Ordinance adopting an interim official control relating to off-premises alcohol outlets near public assets; adopting a new chapter 17C.348 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

Summary (Background)

This ordinance would immediately prohibit the placement of off-premises alcohol outlets (stores that sell alcohol for off-premises use) within 500 feet of parks, schools, libraries, transit centers, and community centers. As an emergency interim ordinance, it sets the required public hearing under RCW 36.70A.390 for June 16, 2025 and declares an emergency pursuant to Section 19 of the Charter and Section 01.01.080 of the Spokane Municipal Code.

PASSED BY
SPOKANE CITY COUNCIL:

4/28/2025



CITY CLERK

What impacts would the proposal have on historically excluded communities?

Multiple studies show that off-premises alcohol outlets are disproportionately located in communities with lower incomes and in neighborhoods with a higher percentage of non-white residents.

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?

The effectiveness of this interim ordinance and the consideration of policies regarding off-premises alcohol outlets will be evaluated and considered during the update to the City's Comprehensive Plan and the work plan required under RCW 36.70A.390.

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

The City receives notification of liquor license applications. The City will use this data in evaluation of the effectiveness of this interim ordinance.

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

The City Council adopted Ordinance C36634, which established an alcohol impact area for downtown. The City is currently in the voluntary compliance period as required by Washington Administrative Code 314-12-215. Washington Administrative Code 314-12-215 suggests changes in land use as a voluntary effort a local authority may attempt before the LCB will recognize an alcohol impact area. Additionally, this interim ordinance aligns with the goals of the City's Comprehensive Plan specifically N 2.1 Neighborhood Quality of Life.

Council Subcommittee Review

Not applicable

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>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

ORDINANCE NO. C-36680

An ordinance adopting an interim official control relating to off-premises alcohol outlets near public assets; adopting a new chapter 17C.348 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

WHEREAS, the City of Spokane is concerned about the number off-premises alcohol outlets seeking to locate near schools, community centers, parks, transit centers, and early learning centers; and

WHEREAS, off-premises alcohol outlets have a significant effect on crime and the quality of life in neighborhoods; and

WHEREAS, research shows off-premises alcohol outlets are associated with violent crime including shootings, assaults, and robberies; and

WHEREAS, research also shows that the proliferation of off-premises alcohol outlets is associated with higher rates of drug overdose; and

WHEREAS, the United States Department of Health and Human Services has identified density of off-premises alcohol outlets in neighborhoods as a risk factor for youth and young adult substance abuse; and

WHEREAS, the Spokane City Council unanimously adopted Ordinance C36634 on February 3, 2025, establishing an alcohol impact area within the boundaries of the downtown police precinct; and

WHEREAS, the City of Spokane is in the voluntary compliance period and is required by WAC 314-12-215 make good-faith efforts, such as changing land use, to reduce illegal activity associated with liquor sales and to promote public health and safety; and

WHEREAS, the City of Spokane is in the process of updating its Comprehensive Plan by year 2026; and

WHEREAS, the Spokane City Council has identified an immediate need to protect and preserve public assets such as schools, parks, and community centers from the potential public health and public safety impacts of off-premises alcohol outlets; and

WHEREAS, the Spokane City Council intends to utilize the authority granted under

RCW 36.70A.390 to adopt interim zoning standards to protect and preserve public assets from the potential public health and public safety impacts of off-premises alcohol outlets; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council may adopt an interim official control that may be effective for one year if a work plan is developed for related studies; and

WHEREAS, RCW 36.70A.390 authorizes the enactment of an interim official control without a hearing; and

WHEREAS, pursuant to RCW 36.70A.390, when the City Council adopts an interim official control without holding a public hearing on the proposed interim official control, it must hold a hearing on the adopted interim official control within at least sixty days of its adoption; and

WHEREAS, the Spokane City Council finds that the interim official control imposed by this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

WHEREAS, the Spokane City Council finds that the application for and the acquisition of businesses offering alcohol for sale for off-premise consumption is increasing, and creating a dangerous situation that is sudden, unexpected, and requires immediate action to prevent or mitigate the threat to public health and safety; and

WHEREAS, the normal course of legislative procedures of the Spokane City Council cannot timely address the threat without the threat of applications and nonconforming uses vesting under the existing code, thereby causing or exacerbating harm to the community or government functions;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after public hearing referenced in Section 5 below.

Section 2. Purpose. The purpose of this interim official control is to prohibit the siting of off-premises alcohol outlets within 500 feet of the property line of any public school, private school, property hosting ECEAP or Head Start early learning programs, community center, library, transit center, or park.

Section 3. Duration of Interim Official Control. The interim official control imposed by this Ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this Ordinance. During this period, the City will evaluate how to make these standards permanent pursuant to the City's public notice and participation process set forth in SMC 17G.025.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, as well as consideration of off-premises alcohol outlets during the update to the City's Comprehensive Plan.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim official control on June 16, 2025. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim official control.

Section 6. That there is adopted a new Chapter 17C.348 of the Spokane Municipal Code to read as follows:

Chapter 17C.348	Zoning Standards for Off-Premises Alcohol Outlets
17C.348.010	Purpose
17C.348.020	Definitions
17C.348.030	Zoning Standards for Off-Premises Alcohol Outlets

Chapter 17C.348 Zoning Standards for Off-Premises Alcohol Outlets

Section 17C.348.010 Purpose

This chapter provides zoning standards for off-premises alcohol outlets.

Section 17C.348.020 Definitions

- A. "Community Center" means a publicly-owned property where community members gather to socialize, participate in recreational or educational activities, learn, and/or seek counseling or support services. Community centers house a variety of programs and can be open to everyone in a community or only to a particular group, such as youth or seniors.
- B. "Grocery establishment" means a retail store in this state that is over 15,000 square feet in size and that sells primarily household foodstuffs for off-site consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products,

canned foods, dry foods, beverages, baked foods, or prepared foods, and where the sale of household supplies or other products is secondary to the primary purpose of food sales.

- C. "Hotel" means buildings, structures, and grounds, having facilities for preparing, cooking, and serving food, that are kept, used, maintained, advertised, or held out to the public to be a place where food is served and sleeping accommodations are offered for pay to transient guests, in which twenty or more rooms are used for the sleeping accommodation of such transient guests. All hotel buildings, structures, and grounds must be located on adjacent property either owned or leased by the same person or persons.
- D. "Library" means the Spokane Public Library, as established under Chapter 6.06 of the Spokane Municipal Code, and all locations operated by the Spokane Public Library. It does not include Spokane Public Library kiosk locations.
- E. "Liquor" in this chapter shall mean the same as "liquor" defined in RCW 66.04.010.
- F. "Off-premises alcohol outlet" means a business that sells liquor intended to be consumed away from the point of sale. It does not include a grocery establishment, hotel, pharmacy, supermarket, or licensed on-premises alcohol outlet.
- G. "On-premises alcohol outlet" means a location that sells alcohol that will be consumed on the premises. Examples include but are not limited to tavern, bars, and restaurants.
- H. "Parks" means and includes all City parks, public squares, park drives, parkways, park museums, pools, bathing beaches, and playgrounds, recreation grounds, trails, natural areas and any conservation land under the control of the park board.
- I. "Pharmacy" means every place properly licensed by the Pharmacy Quality Assurance Commission where the practice of pharmacy is conducted as defined by RCW 18.64.011(32).
- J. "Public or Private School" means any tax-supported elementary or secondary school or private school meeting the requirements of RCW 28A and includes any facility hosting an Early Childhood Education Assistance Program or Head Start.
- K. "Supermarket", as designated by the North American Industry Classification System, means a business where the primary business activity is retailing a general line of food, such as canned and frozen foods; fresh fruits and vegetables; and fresh and prepared meats, fish, and poultry. It does not include Convenience Retailers or

Gasoline Stations with Convenience Stores as defined by the North American Industry Classification System.

L. "Transit center" means a facility where multiple buses or trains can stop simultaneously.

Section 17C.348.030 Regulations for Off-Premises Alcohol Outlets

- A. An off-premises alcohol outlet shall not be located within five hundred feet of the property line of any public school, private school, community center, library, transit center, or park. The owner or operator of an off-premises alcohol outlet shall be responsible for demonstrating that the proposed location is not within five hundred feet of the property line of a public school, private school, community center, library, transit center, or park.
- B. The measurement of the separation distance shall be measured as the shortest straight-line distance from the property line of any public school, private school, community center, library, transit center, or park to the property line of the off-premises alcohol outlet.
- C. Nothing in this chapter shall prohibit a person or entity from assuming ownership or operation of an existing off-premises alcohol outlet within the restricted area; provided, the person or entity assumes and maintains the necessary off-premises liquor license required by the Washington State Liquor and Cannabis Board and; provided further, said premises shall not be moved any closer to any public school, private school, community center, library, transit center, or park. Nonconforming off-premises alcohol outlets shall be subject to the provisions of SMC Chapter 17C.210 Nonconforming Situations.
- D. These zoning standards do not apply to grocery establishments, hotels, pharmacies, supermarkets, or on-premises alcohol outlets as defined in SMC 17C.348.020.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 8. 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.

Section 9. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on April 28, 2025

Betsy J. Wilkerson
Council President

Attest:

Lemmy Harts
City Clerk

Approved as to form:

[Signature]
City Attorney

Lisa Brown
Mayor

May 12, 2025
Date

4/28/2025
Effective Date

