



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/08/2024

Committee Agenda type: Consent

Date Rec'd

7/8/2024

Clerk's File #

OPR 2024-0569

Cross Ref #

Project #

Council Meeting Date: 07/22/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

JACQUI 4109

Requisition #

Contact E-Mail

JMACCONNELL@SPOKANEPOLICE.O

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART PDILLON LNAVARRETE

Agenda Item Name

0680 - ILA WITH CJTC FOR BLEA EXPANSION

Agenda Wording

Interlocal Agreement with Criminal Justice Training Commission for State appropriated fund

Summary (Background)

WA State Legislature adopted Engrossed Substitute Senate Bill 5200 on April 22, 2023 and included in the appropriation \$1,400,000 to CJTC for expansion of the Spokane Police's Academy Training Center.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Reimbursement agreement with CJTC to reimburse City of Spokane for costs related to expansion of the SPD Academy.

Amount

Revenue \$ 1,400,000.00

Select \$

Select \$

Select \$

\$

\$

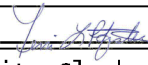
Budget Account

3160-11460-99999-33469-99999

Approved by Spokane City Council on: 7/22/2024

#

#



city clerk

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	July 8 th , 2024
Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmembers Dillion, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal Agreement with CJTC for State appropriated funds
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>WA State Legislature adopted Engrossed Substitute Senate Bill 5200 on April 22, 2023 and included in the appropriation \$1,400,000 to CJTC for expansion of the Spokane Police’s Academy Training Center.</p> <p>State Capital Budget appropriation is not a formal grant program and funds appropriated thereunder are made available on a reimbursement basis only and cannot be advanced.</p> <p>This agreement between the City and the Washington State Criminal Justice Training Commission outlines the reimbursement process for these funds.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,400,000 (Revenue)</u></p> <p> Current year cost: \$ N/A</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Reimbursement agreement with CJTC to reimburse City of Spokane for costs related to expansion of the SPD Academy.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

OPR No. 2024-0569

WSCJTC Contract No. _____

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (ILA) is made and entered into between the CITY of Spokane, a municipal corporation of the State of Washington (CITY), and the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (WSCJTC), each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, among other services, the WSCJTC provides law enforcement training services at various locations throughout the State of Washington for Washington State Certified Peace Officers through the WSCJTC’s Basic Law Enforcement Academy (BLEA); and

WHEREAS, these WSCJTC BLEA training site locations include a site in Spokane located at: Spokane Police Training Center, 2302 North Waterworks Street, Spokane, WA 99212; and

WHEREAS, during the 2023 68th Washington State Legislature’s 2023 Regular Session, the CITY applied for state capital budget funds in the estimated amount of \$1,400,000 for Expansion of the Spokane Police Department/WSCJTC BLEA Training Center (Spokane) which expansion contemplates predominantly construction of a new building, *see* attached Exhibit A; and

WHEREAS, the State Legislature’s Capital Budget adopted in Engrossed Substitute Senate Bill (ESSB) 5200 on April 22, 2023 became effective on May 16, 2023 and included in its appropriations \$1,400,000 to the WSCJTC for Spokane Academy Expansion of the Spokane Police Training Center (“Spokane Academy”); and

WHEREAS, funds appropriated under ESSB 5200 are authorized to be incurred for capital projects such as the Spokane Academy Expansion through the end of Fiscal year 2025 which ends June 30, 2025; and

WHEREAS, the State Capital Budget appropriation is not a formal grant program and funds appropriated thereunder are made available on a reimbursement basis only and cannot be advanced; and

WHEREAS, to initiate the process for the Spokane Academy expansion work, CITY entered into a contract for architectural and engineering design services, to include future

construction administration and related services, with Design West Architects, P.A. for a term beginning January 1, 2024, in the amount of \$245,700.00, *see* CITY Clerk's OPR 2024-0063 attached hereto as Exhibit B; and

WHEREAS, thus far, the Architectural Design contractor has identified the project scope to include construction of a new building approximately 3520 square feet in size to be constructed under an estimated project timeline set forth in attached Exhibits C; and

WHEREAS, upon completion of the design work phase of the expansion project, CITY intends to competitively bid procurement of a contract for the construction phase of the expansion project; and

WHEREAS, while advancing forward with the expansion project phases, CITY is receiving and will continue to receive invoices from contractors which invoices are to be paid out of the WSCJTC state appropriated funds for the project.

NOW, THEREFORE, the Parties agree as follows:

A. PURPOSE.

The purpose of this ILA is to outline a process enabling CITY to obtain timely payment of invoices from the WSCJTC state appropriated funds for the Spokane Academy Expansion project.

B. TERM.

This Agreement shall commence January 1, 2024, and continue through December 31, 2025.

C. COMPENSATION.

The total amount of money WSCJTC will pay CITY for the Spokane Academy Expansion project is a maximum amount not to exceed **ONE MILLION FOUR HUNDRED THOUSAND (\$1,400,000)**.

D. RESPONSIBILITIES OF THE PARTIES.

CITY.

1. CITY will issue all contracts for design and construction of the Spokane Academy building expansion pursuant to applicable legal procurement requirements.
2. CITY will submit invoice/s for reimbursement of expenses with supporting documentation to the designated WSCTJC contact at the WSCJTC address designated below.

WSCJTC.

1. WSCJTC, shall reimburse CITY for an amount not to exceed the amount as set forth in Section C. Invoices shall be paid within thirty (30) days of invoicing to WSCJTC. Reimbursements will be mailed to:

Spokane Police Department
 Attn: SPD Accounting
 1100 W. Mallon Ave
 Spokane, WA 99260

- E. ADMINISTRATORS.** This Agreement shall be administered by the PARTIES designated representatives below:

Spokane Police Department	WA. Criminal Justice Training Commission
Jacqui MacConnell Director Strategic Initiatives Spokane Police Department 1100 W Mallon Ave Spokane, WA 99260-0001 E: jmacconnell@spokanepolice.org P: (509) 625-4109	Brian Elliott Fiscal Manager WSCJTC 3060 Willamette Drive Lacey, WA 98516-6267 E: brian.elliott@cjtc.wa.gov P: (360) 281-9346

F. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the PARTIES as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Spokane Police Department	Washington State Criminal Justice Training Commission
Justin Lundgren Interim Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: jclundgren@spokanepolice.org P: (509) 625-4215	Monica Alexander Executive Director, Washington State Criminal Justice Training Commission 19010 1 st Avenue S Burien, WA 98148 E: monica.alexander@cjtc.wa.gov P: (206) 835-7291

G. INSURANCE.

During the term of the Agreement, each PARTY shall maintain in force at its sole expense, the following insurance coverage(s):

CITY

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers’ Compensation (\$1.5 Million SIR). The CITY also carries excess General Liability Insurance to \$15 Million and excess Workers’ Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the CITY shall provide payment under the terms of its self-funded insurance program.

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (WSCJTC).

WSCJTC is self-funded for its liability exposures including General Liability and Automobile Liability (\$5 Million) as well as Workers’ Compensation (WC - Statutory). WSCJTC also carries excess General Liability Insurance to \$5 Million and excess Workers’ Compensation Insurance. Should a covered loss occur in the fulfillment of this Agreement, the WSCJTC shall provide payment under the terms of its self-funded insurance program.

H. INDEMNIFICATION.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any WSCJTC or CITY employees or agents while performing work authorized under this Agreement, the parties agree as follows:

The CITY shall protect, defend, indemnify, and hold harmless the WSCJTC, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The

CITY will not be required to indemnify, defend, or save harmless the WSCJTC if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the WSCJTC. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each PARTY'S own negligence.

To the extent allowed when expressly authorized or implied by statute, the WSCJTC agrees to protect, defend, indemnify, and hold harmless the CITY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The WSCJTC will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each PARTY'S own negligence.

For this purpose, the CITY and WSCJTC, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY shall be personally liable for any act, or failure to act, in connection with this Agreement. It is understood that in such matters they are acting solely as agents of their respective agencies.

I. TERMINATION.

This Agreement may be terminated by either PARTY at will by submitting a written Notice of Termination to the other PARTY in accordance with Section F herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

J. COMPLIANCE WITH LAWS.

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.

K. VENUE.

This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

L. ASSIGNMENT.

Neither PARTY may assign its interest in this Agreement without the express written consent of the other PARTY.

M. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior negotiations, representations and agreements between the PARTIES relating to the subject matter hereof.

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the PARTIES, shall be valid until put in writing and signed with the same formalities as this Agreement.

O. SEVERABILITY.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

P. 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 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 PARTIES agree 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.

Q. ETHICAL PRACTICES.

No officer or employee of the Spokane Police Department 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.

R. COUNTERPARTS.

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

S. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose. See Section I above.
- B. Duration. See Section I above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the PARTIES. See provisions in Section III above.
- E. Agreement to be Filed. The CITY shall file this Agreement with its CITY Clerk and post it on its internet website, and the WSCJTC shall file this Agreement in accordance with its usual procedures.
- F. Financing. There are no anticipated budget impacts to the CITY arising from this Agreement.
- G. Termination. See Section I above.

T. SIGNATURES.

The PARTIES affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the PARTIES will comply with the terms and conditions of this Agreement.

[signatures on the following page]

CITY OF SPOKANE

**WASHINGTON STATE CRIMINAL
JUSTICE TRAINING COMMISSION**

Maggie Yates
By: Maggie Yates
Title: Deputy City Administrator

Date: 7/25/2024

Monica Alexander
By: Monica Alexander
Title: WSCJTC Executive Director

Date: 7/23/2024

Attest:

Laurie Farnsworth
By: Terri Pfister Laurie Farnsworth
Title: CITY Clerk (Acting)

Date: 7/25/2024



Approved as to form:

Margaret Harrington
By: Margaret K. Harrington
Title: Assistant CITY Attorney

Date: 7/23/2024

EXHIBIT A: CITY application for State Capital Budget Funds

EXHIBIT B: CITY Architectural & Engineering Design Service Contract Spokane Academy Expansion, OPR 2024-0063

EXHIBIT C: CITY Architectural/Engineering Design Services Contractor Cost Estimate Spokane Academy Expansion Project

**EXHIBIT D: CITY Architectural/Engineering Design Services Contractor
Estimated Project Timeline for Spokane Academy Expansion Project**

2023 Legislative Session

Member Requested Local Community Project Information Form

Important Notes: This is not a formal grant program. This form provides information for House members to request a separate appropriation in the capital budget for this project. Funding any project is at the discretion of the Legislature.

This document may be subject to disclosure under the Public Records Act (Chapter 42.56 RCW).

Funds are available on a reimbursement basis only and cannot be advanced.

Tips: Successful past projects generally are ones in which the requested state funds: (1) are used for a facility providing an important public benefit; (2) are a small portion of the total project funding (25% or less); (3) result in a completed project or phase usable by the public for the intended purpose when the state funds are expended; and (4) are for a project that is ready for construction or renovation and will be completed within the biennium.

I. Project Name and Sponsor

Expansion SpokanePD/CJTC BLEA Training Center (Spokane)

\$1,400,800

Sponsor(s): Billig, Sen. Andy

II. Where is the project physically located?

Address: 2302 N Waterworks Street
Spokane , 99212 Spokane
District(s): 3, n/a
Coordinates: 47.67849, -117.33416

III. Project Contact

Organization: Spokane Police Department
Contact: Jacquelyn MacConnell , Director of Strategic Initiatives
Website: my.spokanecity.org/police/
Phone: 509 625 4109
E-mail: jmacconnell@spokanepolice.org
Address: 1100 W Mallon Avenue
Spokane , 99260

IV. Organization Information

Is this a joint project with another organization?

No

If yes, has a joint operating agreement been signed?

If yes, list the partners for the project.

Is the organization that will manage the funding different from the project contact organization or joint partner?

Yes

If it is different, please provide the name of the organization or fiscal agent that will manage the funding.

City of Spokane

Is the requesting organization or joint partner registered with the state as a non-profit organization?

No

If answered no, is the applicant a local government?

Yes

V. Project Information

Briefly describe the scope of the project.

Adding on to the existing Spokane Police Department Training Facility to add space for the BLEA classes, approximately 2720 square feet. This will enable SPD to conduct the BLEA classes in their own part of the facility and not disrupt Spokane PD training in the current facility, as well as enable the BLEA classes to not be disrupted by SPD training.

VI. Project Schedule

Will the entire project be completed after this funding request?

Yes

Describe the estimated cost and schedule for each remaining phase of the project.

ROUGH ESTIMATE OF COST IS 1.36 MILLION BASED ON AVERAGE COST OF NEW CONSTRUCTION OF \$500/SQ FOOT (2720 X 500 = 1.36 MILLION)

Describe what discrete phase of the project will be completed with the funding from this request.

All of it

Estimated completion dates for each phase of the project.
4 quarter of 2024

VII. Eligible Project Type or Phase

Land Acquisition	\$0
Demolition and Site Preparation	\$0
Design	\$0
New Construction	\$1,360,000
Renovation	\$0
Other – n/a	\$0
<i>Mandatory Commerce Administrative fee of up to 3% (max of \$50,000)</i>	\$40,800
Total Funding Requested	\$1,400,800

VIII. Site Control

Is the site owned or being purchased by the project contract?
Yes

If no, is the property being leased by the project contract for a term that will meet or exceed 10 years?

If no, please explain how the property will be secured for public use for at least 10 years, including the name of any other organizations that will maintain site control.

Does the applicant understand and agree that any and all real property owned, optioned for purchase, or under a lease, that is acquired, constructed, or otherwise improved upon using state funds as approved by the Legislature must be held and used for the purposes stated in this application for at least ten years from the date of the final payment made for the project is complete and becomes available for public use?
Yes

IX. Project Funding

What type of project is this?
Other

Has the applicant applied for other grants or loans listed on the Competitive Capital Budget Grant and Loan Programs?
No

If yes, was your project funded? If so, how much? If not, why not?

If no, were you planning on applying for those funds? If not, why not?

No. Not aware that any are applicable.

What amount and what percentage of local, federal and state funding has the applicant secured to date? Please list each amount by local, federal, state or private funding source or program.

None

Besides the amount being requested, what amount of local, federal or other state funding does the applicant need to secure in the future in order to complete the project? Please list how the amount will be raised by local, federal, state or private funding source or program.

None

Please list all past efforts to obtain state funding through the member requested local community project form, including the legislative session and the amount of funding obtained.

None

Once completed, how will the project fund its ongoing maintenance and operation?

City of Spokane budget

X. Project Benefits and Challenges

How will the requested phase of the project benefit the public?

This will benefit the public by allowing the Spokane Police Department to provide better training facilities for new officers which enables the Spokane Police Department to conduct training in the currently existing building without disrupting on-going SPD training. Essentially, the ability to provide more training to current officers is beneficial for the public as their officers are better trained. The training for the BLEA recruits will be able to be conducted without the disruption of the day to day business of the Training Academy which also leads to an improved learning environment.

Will this project phase have a revenue-generating component that would have community and state economic benefit? Please describe and quantify.

The only thing that might create revenue is the use of the hospitality industry by BLEA recruits

Please quantify any long-term job creation that will result from this project phase.

None

Are there any existing or anticipated community concerns about this project that would prevent it from moving forward?

None that I know of

XI. Acknowledgements - The undersigned acknowledges and agrees to the following:

If the project is funded, Commerce will require the project contact to meet contractual requirements. More information can be found here:

<https://www.commerce.wa.gov/building-infrastructure/capital-facilities/resource-toolkit/>

- Except for preconstruction activities or purchases of real property that does not lead to construction or renovation, the grantee must have site control of the project before the contracting process can begin.
- Except for design only requests, the grantee must secure all non-state funds needed to complete the project before receiving the state reimbursement.
- The grantee and their contractors must pay applicable state prevailing wages as of the date the 2023-25 Capital Budget is approved and executed.
- The project must be built to at least the LEED Silver Standard or receive an exemption.
- Awards over \$250,000 are subject to the securitization process and will need to be securitized.
- The grantee must complete the process outlined in Executive Order 21-02 before the contracting process can begin. This includes both Tribal and DAHP Consultation.
- The grantees must provide insurance to cover the project.
- This is a reimbursement grant and funds may not be advanced under any circumstances. For more info, please see the [CCF Toolkit](#).



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Discussion

Date Rec'd

1/24/2024

Clerk's File #

OPR 2024-0063

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept

FACILITIES MANAGEMENT

Project #

Contact Name/Phone

DAVE STEELE 6064

Bid #

RFQU 5971-23

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Requisition #

PENDING

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

5900 FACILITIES POLICE ACADEMY EXPANSION - A&E DESIGN CONTRACT

Agenda Wording

The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200) funds must be used by 07/01/2025 at the Police Academy.

Summary (Background)

In partnership with the Spokane Police Department, the Facilities Department released a request for proposal for Architectural and Engineering services for design and bid package preparation related to the design and construction of new classrooms and office space at the Police Academy. This expenditure is the first step in completing the procurement and construction of the new space in advance of the expenditure deadline.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 245,700

Current Year Cost \$ 245,700

Subsequent Year(s) Cost \$ 0

Narrative

The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request that must be used by 7/1/2025.

Amount

Budget Account

Expense \$ 245,700.00

3160-11460-94000-56501-68413

Select \$

#

Select \$

Approved by Spokane City Council on: 2/5/2024

Select \$

#

\$

#

\$

#

[Signature]
city clerk



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	TEAL, JEFFREY
<u>Division Director</u>	WALLACE, TONYA
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

aminden@designwestpa.com	dstele@spokanecity.org
kbustos@spokanecity.org	klong@spokanecity.org
jmacconnell@spokanepolice.org	laga@spokanecity.org
kschmitt@spokanecity.org	facilitiesdepartment@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	1/22/2024
Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	dsteele@spokanecity.org 509.625.6064
Council Sponsor(s)	Councilmembers Zappone & Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Police Academy Expansion – A&E Design Contract with Design West Architects
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 City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025 at the Police Academy. In partnership with the Spokane Police Department, the Facilities Department released a request for proposal for Architectural and Engineering services for design and bid package preparation related to the design and construction of new classroom and office space.</p> <p>This expenditure is the first step in completing the procurement and construction of the new space in advance of the expenditure deadline.</p>
<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>\$246,000</u></p> <p> Current year cost: \$246,000</p> <p> Subsequent year(s) cost: NA</p> <p>Narrative: The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? NA</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts:</p> <p>This project supports the vision of the Spokane Police Academy as a regional training center, failure to complete the project will significantly impact that role and risk the loss of the grant dollars associated.</p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Community policing directly effects a wide variety of excluded communities, providing additional regional training opportunities and space will allow for greater regional training levels on a wide variety of policing techniques.</p>	

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

NA

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

Data on the use, scheduling, and general class load is commonly tracked to provide feedback on the ability of the new site to meet the needs of the various training programs at the Academy.

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 existing City facilities related to public safety directly supports the Comprehensive Plan.

Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route ALL requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 9/25/23

Type of expenditure:

Goods

Services

Department: Police

Approving Supervisor: Craig Meidl

Amount of Proposed Expenditure: \$175,000

Is this against a master agreement? If yes, please provide the number: NO

Funding Source State Legislature disbursement through Dept. of Commerce

Please verify correct funding sources. Indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The City of Spokane through the Police Department received this grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025; the design phase of the work needs to be completed prior to procuring the construction portion of

What are the impacts if expenses are deferred?

Loss of grant source funding and degradation in the Police Department's ability to operate the academy efficiently and effectively as a regional training center.

What alternative resources have been considered?

NA

Description of the goods or service and any additional information?

This is an A&E contract for the design of new classroom and office space at the academy. Completion of this work is critical to getting the bid package completed and bid.

Person Submitting Form/Contact:

Division Director:


Craig N Meidl (Sep 26, 2023 11:29 PDT)

CFO Signature:



City Administrator Signature:


Sarah Hines (Oct 9, 2023 16:35 PDT)

Additional Comments:










Police Academy AE Design - Expenditure Control Form2023

Final Audit Report

2023-09-30

Created:	2023-09-26
By:	Kevin Schmitt (kschmitt@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcwfDFveNj80RWT4AA1S3ZfgTMZbxS8Qp

"Police Academy AE Design - Expenditure Control Form2023" History

-  Document created by Kevin Schmitt (kschmitt@spokanecity.org)
2023-09-26 - 6:25:55 PM GMT
-  Document emailed to cmeidl@spokanepolice.org for signature
2023-09-26 - 6:27:02 PM GMT
-  Email viewed by cmeidl@spokanepolice.org
2023-09-26 - 6:28:59 PM GMT
-  Signer cmeidl@spokanepolice.org entered name at signing as Craig N Meidl
2023-09-26 - 6:29:37 PM GMT
-  Document e-signed by Craig N Meidl (cmeidl@spokanepolice.org)
Signature Date: 2023-09-26 - 6:29:39 PM GMT - Time Source: server
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-09-26 - 6:29:40 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-09-30 - 3:06:38 PM GMT
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-09-30 - 3:07:28 PM GMT - Time Source: server
-  Agreement completed.
2023-09-30 - 3:07:28 PM GMT






Police Academy AE Design - Expenditure Control Form2023 - signed (002)

Final Audit Report

2023-10-02

Created:	2023-10-02
By:	Kevin Schmitt (kschmitt@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGBOoU8_d3haGtDV4plzc11PxAhERnwwA

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-  Document created by Kevin Schmitt (kschmitt@spokanecity.org)
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-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
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-  Email viewed by Garrett Jones (gjones@spokanecity.org)
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-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
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-  Agreement completed.
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City of Spokane

CONSULTANT AGREEMENT

**Title: DESIGN AND ENGINEERING SERVICES FOR
POLICE ACADEMY RENOVATION AND ADDITION**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DESIGN WEST ARCHITECTS, P.A.**, whose address is 905 West Riverside Avenue, Suite 605, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide Design and Engineering Services for Police Academy Renovation and Addition; and

WHEREAS, the Consultant was selected from RFQu 5971-23.

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 January 1, 2024, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$245,700.00)**, excluding applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum 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.

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 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 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.

DESIGN WEST ARCHITECTS, P.A.

CITY OF SPOKANE

By AMY BROWNE-MINDEN / 6/2024
Signature Date

By Maggie Yates / 2/8/2024
Signature Date

AMY BROWNE-MINDEN
Type or Print Name

Maggie Yates
Type or Print Name

Principal
Title

Assistant City Administrator
Title

Attest:

Approved as to form:

Laurie Farnsworth
City Clerk (Acting)

Elizabeth Schoedel
Assistant City Attorney

Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant's Proposal

23-268



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

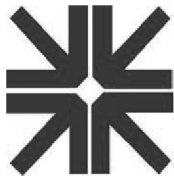
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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.

<u>Design West Architects</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
<u>AMY BROWNE-MINDEN</u> Name of Certifying Official (Type or Print)	<u>AMY BROWNE-MINDEN</u> Signature
<u>Principal</u> Title of Certifying Official (Type or Print)	<u>2/6/2024</u> Date (Type or Print)

EXHIBIT B



DESIGN
WEST

November 16, 2023

Dave Steele, Project Manager/Real Estate Manager
City of Spokane
Spokane, WA 99201
dsteeler@spokanecity.org
509.625.6064 or 509.655.0567

RE: **City of Spokane – Police Academy Renovation and Addition**
Scope of Services and Fee Proposal

Dear Dave,

Thank you for considering Design West Architects for the City of Spokane – Police Academy Building Renovation and Addition project and meeting with us virtually to familiarize us with the scope of work and existing conditions. We are pleased to provide the following scope of services and fee proposal:

Services:

Design West Architects proposes to provide design team services for the City of Spokane – Police Academy Addition & Renovation project, to include:

- Conduct up to two site visits during design to observe visible conditions of the existing building and related items.
- Work with the City of Spokane representatives and Police Academy representatives to design approximately 2,500 SF of new classroom and administration spaces and include renovations to the existing building. This process is anticipated to include up to 3 design meetings with all representatives.
- Develop construction drawings, and specifications for the full improvements to the building, including offices, meeting rooms, classrooms, restrooms, and similar related support spaces for the new addition and renovated areas of the existing building.
- The document list shall include the following drawings: vicinity plan, site plan, building code compliance diagrams, floor plan, reflected ceiling plans, exterior elevations, building sections, interior elevations and related construction details. The specifications will include information necessary for the City's selected contractor to price and complete the project through the design/bid/build process.
- As sub-consultants, we will include the services of SCJ Alliance for civil engineering, landscape design (very minimal) and land survey, GeoProfessional Engineers to provide geotechnical testing and reports, LSB Engineers for Structural Engineering and MSI Engineers to provide plumbing, HVAC, and electrical drawings for the project.
- Administer the process for building permit applications
- Assist the city with the bidding process
- Visit the site up to twice monthly, as required during the construction of the project to observe progress and provide any requested interpretations or clarifications.

SPOKANE, WASHINGTON
PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO
ONTARIO, OREGON

DESIGN WEST ARCHITECTS, P.A.
905 W RIVERSIDE AVE
SUITE 605
SPOKANE, WA 99201
TEL. 509-290-6843
www.designwestpa.com

Our services will be provided under the basic provisions and conditions contained within a standard AIA B105 Owner-Architect Agreement or within a contract provided by the City of Spokane. The proposed fee below is based upon the assumptions related to the scope of services described above.



The services will include Civil, Geotechnical, Land Survey, Architectural, Structural, Mechanical and Electrical Engineering services. These services exclude hazardous materials surveys and/or testing, abatement design services, or other building survey or assessment consultants that may be required by the city permitting process. Generally, the phases of service are defined as follows:

Schematic Design: The design team will work with the city and police academy representatives to define the programmatic needs of the police academy addition and the existing structure to remain. We will gather information about the existing structure and building site and formulate a plan for the building design and construction phases.

Design Development Phase: The design team will refine and formalize the schematic concept design to confirm the project scope with the City of Spokane and Police Academy representatives. Site design will be refined and mechanical, plumbing and electrical systems selected during this phase as well.

Construction Documents: Based upon the discussions in the previous phases, the design team will prepare construction documents including drawings and specifications for the construction of the project.

Permitting & Bidding: The architect will assist the City of Spokane in having the project reviewed by the authorities having jurisdiction and through the bid process for the project. The design team will respond to questions from plan reviewers and then by contractors during bidding. The permit reviews that are included in the design team's scope are limited to City of Spokane's Building Permit Review. When the bid period is concluded, the architect will provide a bid summary of the results received.

Construction Administration: During construction, the architect will provide review of submittals and response to contractor's requests for information (RFIs). The architect will issue any additional information needed by the contractor in accordance with the contract documents (ASIs) and review contractor schedules of value and monthly pay applications. The architect will ensure that record drawing sets are being kept on site and that any changes to the documents are being properly recorded. The architect will be available to visit the site every two weeks during construction for progress meetings and assist the city as needed for construction administration and project close out documents.

Compensation:

Compensation for the basic services shall be on a lump sum basis, plus reimbursable expenses. The fee is approximately broken down by phase as follows, note that unexpended amounts in other phases or from our sub-consultants can be billed up to the total maximum not-to-exceed:

<i>Schematic Design Phase</i>	<i>\$44,226</i>
<i>Design Development Phase</i>	<i>\$49,140</i>
<i>Construction Documents Phase</i>	<i>\$76,167</i>
<i>Permitting & Bidding Phase</i>	<i>\$4,914</i>
<i>Construction Administration</i>	<i>\$66,339</i>
<i>Project Closeout Phase</i>	<i>\$4,914</i>
<i>Total compensation for services not-to-exceed</i>	<i>\$245,700</i>



Reimbursable expenses will be billed in addition to the basic services fee. These expenses will be billed at direct cost plus 15%; reimbursable expenses are limited to drawing printing/reproduction expenses directly associated with the project and are not expected to exceed \$9,000. All other costs are covered by the basic design team fee. These services shall be billed based upon the hourly rates defined below. These standard hourly rates are fixed for the duration of one year from the date of this proposal:

Hourly Fee Rate Schedule:

Principal Architect	\$185
Project Architect	\$160
Project Manager	\$140
Architectural Technical Support	\$100
Office Administration	\$70

Thank you for your time and consideration in this matter. If you have any questions, or would like to meet to discuss this further, please call.

Sincerely,

Amy Browne-Minden, AIA, NCARB, NCIDQ
Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2023

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

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

Table with PRODUCER (The Hartwell Corporation), CONTACT NAME (Lynda Ball), INSURED (Design West Architects, PA), and INSURER(S) (Travelers Indemnity Company, Charter Oak Fire Insurance Co, etc.)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability.

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

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

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

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(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", "personal injury" or "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.

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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

CG D3 61 03 05

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License Information:

New search Back to results

Entity name: DESIGN WEST ARCHITECTS, P.A. DBA DBA DESIGN WEST ARCHITECTS, PROFESSIONAL SERVICES

Business name: DESIGN WEST ARCHITECTS, P.A.

Entity type: Professional Service Corporation

UBI #: 601-332-873

Business ID: 001

Location ID: 0004

Location: Active

Location address: 905 W RIVERSIDE AVE STE 605 SPOKANE WA 99201-1099

Mailing address: 905 W RIVERSIDE AVE STE 605 SPOKANE WA 99201-1099

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Table with 6 columns: Endorsements held at this location, License #, Count, Details, Status, Expiration date, First issuance date. Includes rows for Architect Firm and Spokane General Business.

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

Table with 2 columns: Name (WARNICK, NED; WILM, BRANDON), Title.

Registered Trade Names

Table with 2 columns: Registered trade names, Status. Includes entry for DESIGN WEST ARCHITECTS, P.A. with status Active and first issued Apr-03-2018.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/7/2023 8:30:09 AM

Contact us

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Certificate Of Completion

Envelope Id: 5650E92A46E54577AF7FFBD7AB935B72	Status: Completed
Subject: OPR 2024-0063 CONTRACT FACILITIES POLICE ACADEMY EXPANSION A&E DESIGN	
Source Envelope:	
Document Pages: 26	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Daniel Rose
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	drose@spokanecity.org
	IP Address: 198.1.39.252


Record Tracking

Status: Original 2/6/2024 11:28:10 AM	Holder: Daniel Rose drose@spokanecity.org	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 198.1.39.252	Sent: 2/6/2024 11:36:22 AM Viewed: 2/6/2024 12:31:29 PM Signed: 2/6/2024 12:31:42 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

AMY BROWNE-MINDEN aminden@designwestpa.com Principal Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.79.207.217	Sent: 2/6/2024 12:31:43 PM Viewed: 2/6/2024 2:07:10 PM Signed: 2/6/2024 2:11:27 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/6/2024 2:07:10 PM
ID: c90ef942-0b0a-440d-a296-6234d779e640

Elizabeth Schoedel eschoedel@spokanecity.org Assistant City Attorney - approved as to form only Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 2/6/2024 2:11:29 PM Viewed: 2/6/2024 2:12:12 PM Signed: 2/6/2024 2:12:19 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/6/2024 2:12:12 PM
ID: e41c2fa0-f3fa-44d3-91b7-4b6089d07ca3

Maggie Yates myates@spokanecity.org Assistant City Administrator Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 2/6/2024 2:12:20 PM Viewed: 2/8/2024 8:45:11 AM Signed: 2/8/2024 8:48:31 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/8/2024 8:45:11 AM
ID: de9b0189-21af-4234-8096-4b1a8caf687a

Signer Events	Signature	Timestamp
Laurie Farnsworth lfarnsworth@spokanecity.org Acting City Clerk City of Spokane Security Level: Email, Account Authentication (None)	<i>Laurie Farnsworth</i> 	Sent: 2/8/2024 8:48:33 AM Resent: 2/8/2024 9:56:30 AM Viewed: 2/8/2024 10:01:22 AM Signed: 2/8/2024 10:01:53 AM
Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2024 11:36:22 AM
Envelope Updated	Security Checked	2/8/2024 9:56:29 AM
Envelope Updated	Security Checked	2/8/2024 9:56:29 AM
Envelope Updated	Security Checked	2/8/2024 9:56:29 AM
Certified Delivered	Security Checked	2/8/2024 10:01:22 AM
Signing Complete	Security Checked	2/8/2024 10:01:53 AM
Completed	Security Checked	2/8/2024 10:01:53 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

Project Name: *City of Spokane Police Academy*
 Project Number: *24012*

Design West Architects
 5/13/2024 15:11

General Information

Project Scope
 New Building SF 3,520
 Project Schedule
 Anticipated Construction Duration = 12 Months
 Anticipated NTP / Duration / Complete Dates = 9/1/2024 8/27/2025

Estimate Summary

Division	Title	Quan	Unit	Category	
				% by Division	Division Total
Division 01	General Requirements			14.83%	\$ 184,100.00
Division 02	Existing Conditions			1.31%	\$ 16,250.00
Division 03	Concrete			10.28%	\$ 127,570.00
Division 04	Masonry			0.00%	\$ -
Division 05	Metals			0.97%	\$ 12,040.00
Division 06	Wood, Plastics, and Composites			8.69%	\$ 107,845.00
Division 07	Thermal and Moisture Protection			13.72%	\$ 170,260.00
Division 08	Openings			4.66%	\$ 57,900.00
Division 09	Finishes			8.38%	\$ 104,066.25
Division 10	Specialties			0.12%	\$ 1,500.00
Division 11	Equipment			0.00%	\$ -
Division 12	Furnishings			0.07%	\$ 875.00
Division 13	Special Construction			0.00%	\$ -
Division 14	Conveying Equipment			0.00%	\$ -
Division 20	Mechanical Commissioning			0.00%	\$ -
Division 21	Fire Suppression			0.00%	\$ -
Division 22	Plumbing			4.45%	\$ 55,220.00
Division 23	Heating, Ventilating, and Air Conditioning			9.63%	\$ 119,500.00
Division 25	Integrated Automation			0.00%	\$ -
Division 26	Electrical			7.65%	\$ 95,000.00
Division 27	Communications			0.00%	\$ -
Division 28	Electronic Safety and Security			0.00%	\$ -
Division 31	Earthwork			15.24%	\$ 189,213.00
Division 32	Exterior Improvements			0.00%	\$ -
Division 33	Utilities			0.00%	\$ -
MATERIALS & LABOR COST					\$ 1,241,339.25
	Contractor Taxes, Bonds, & Insurance	2.30%	percentage		\$ 28,550.80
	Contractor Overhead & Profit	8.00%	percentage		\$ 99,307.14
	Permits - By City of Spokane	2.00%	percentage		\$ 24,826.79
	Construction Contingency	10.00%	percentage		\$ 124,133.93
	Escalation (estimated 9.0% annual = 0.75% monthly)	3.7	months	0.75%	\$ 34,250.66
ESTIMATED CONTRACT COST					\$ 1,552,408.57
	State Sales Tax	9.00%	percentage		\$ 139,716.77
ESTIMATED CONTRACT COST + SALES TAX					\$ 1,692,125.34

Estimate Detail							
Division	Specification	Item	Quan	Unit	Unit Cost	Extended Cost	Division Total
01 GENERAL REQUIREMENTS							\$ 184,100.00
01 31 00		Supervision - Superintendent & support	12.0	month	\$ 10,000.00	\$ 120,000.00	
		Building layout & staking	1	LS	\$ 4,000.00	\$ 4,000.00	
01 50 00		Work base / office set up	1	LS	\$ 500.00	\$ 500.00	
		Field Office Rental	12.0	month	\$ 250.00	\$ 3,000.00	
		Temp Utility Hookup & Usage	12.0	month	\$ 300.00	\$ 3,600.00	
		Temp Sanitation Facilities	12.0	month	\$ 500.00	\$ 6,000.00	
		Temp Enclosures, Heat, & Weather Protection	12.0	month	\$ 250.00	\$ 3,000.00	
		Temp Construction Fencing	500	LF	\$ 3.00	\$ 1,500.00	
		Temp Gates	2	EA	\$ 1,000.00	\$ 2,000.00	
01 73 00		Small Tools, Rental and Hoisting Equipment	12.0	month	\$ 1,500.00	\$ 18,000.00	
		Daily & Final Clean-up	12.0	month	\$ 1,000.00	\$ 12,000.00	
		Dumpster - Disposal Costs	12	month	\$ 500.00	\$ 6,000.00	
01 77 00		Project Closeout - As-built Drawings, O&M Manuals	1	LS	\$ 1,500.00	\$ 1,500.00	
		Punch List, Warranty, Site Closeout	1	LS	\$ 3,000.00	\$ 3,000.00	
02 EXISTING CONDITIONS							\$ 16,250.00
02 41 00		Demolition **Abatement Not Included **	2,500	SF	\$ 5.00	\$ 12,500.00	
		Patch & Repair	1,500	SF	\$ 2.50	\$ 3,750.00	
03 Concrete							\$ 127,570.00
03 30 00		New Concrete SOG	3,520	SF	\$ 9.75	\$ 34,320.00	
03 30 00		Concrete Cutting & Patching	1	LOT	\$ 7,000.00	\$ 7,000.00	
03 30 00		New Footing & Stem Wall	275	LF	\$ 150.00	\$ 41,250.00	
03 35 00		Concrete Floor Finishing (new)	1,000	SF	\$ 45.00	\$ 45,000.00	
04 Masonry							\$ -
04 22 00		Masonry	-	SF	\$ 50.00	\$ -	
05 Metals							\$ 12,040.00
05 12 00		Structural Steel - new addition	-	SF	\$ 19.00	\$ -	
05 50 00		Metal Fabrications (general, Lintels, misc.)	1	LOT	\$ 5,000.00	\$ 5,000.00	
05 50 00		Metal Fabrications (anchors etc.)	1	LOT	\$ 7,040.00	\$ 7,040.00	
05 50 00		Metal framing	-	SF	\$ 9.00	\$ -	
05 50 00		Metal decking	-	SF	\$ 9.00	\$ -	
06 Wood, Plastics, and Composites							\$ 107,845.00
06 10 00		Rough Carpentry (Undefined & GC Labor)	3,520	SF	\$ 5.50	\$ 19,360.00	
06 16 00		Sheathing (walls & roof)	6,800	SF	\$ 9.00	\$ 61,200.00	
06 16 00		Non Struc Wood Framing	3,250	SF	\$ 6.50	\$ 21,125.00	
06 20 00		Interior Finish Carpentry	3,520	SF	\$ 1.75	\$ 6,160.00	
06 40 23		Interior Casework	-	LF	\$ 140.00	\$ -	
07 Thermal and Moisture Protection							\$ 170,260.00
07 21 16		Blanket Insulation	2,800	SF	\$ 6.25	\$ 17,500.00	
07 21 29		Spray Insulation	1,000	SF	\$ 1.25	\$ 1,250.00	
07 22 16		Roof Board Insulation	3,520	SF	\$ 8.75	\$ 30,800.00	
07 26 00		Vapor Retarders	3,520	SF	\$ 1.50	\$ 5,280.00	
07 27 00		Weather Barriers	3,520	SF	\$ 1.50	\$ 5,280.00	
07 42 93		Metal Roof & Metal Wall Panel	6,800	SF	\$ 13.50	\$ 91,800.00	
07 54 00		TPO Roofing	-	SF	\$ 17.50	\$ -	
07 62 00		Flashing & Trims	350	LF	\$ 35.00	\$ 12,250.00	
07 72 00		Roof Accessories	1	LOT	\$ 4,750.00	\$ 4,750.00	
07 84 13		Penetration Firestopping	1,000	SF	\$ 0.35	\$ 350.00	
07 92 00		Joint Sealant	2,000	SF	\$ 0.50	\$ 1,000.00	
07 95 00		Expansion Control	-	LF	\$ 50.00	\$ -	
08 Openings							\$ 57,900.00
08 11 13		Hollow Metal Doors & Frames	1	EA	\$ 2,700.00	\$ 2,700.00	
08 14 00		Wood Faced Doors & Frames	9	EA	\$ 1,500.00	\$ 13,500.00	
08 31 13		Access Doors & Frames	4	EA	\$ 575.00	\$ 2,300.00	
08 41 13		Aluminum-Framed Storefront and Entry System	320	SF	\$ 35.00	\$ 11,200.00	
08 71 10		Door Hardware	12	EA	\$ 1,800.00	\$ 21,600.00	
08 41 23		Window Systems	12	EA	\$ 550.00	\$ 6,600.00	
09 Finishes							\$ 104,066.25
09 22 16		Non-Struc Metal Framing	-	SF	\$ 5.75	\$ -	
09 29 00		Gypsum Board Systems (Walls)	6,500	SF	\$ 5.75	\$ 37,375.00	
09 29 00		Gypsum Board Systems (Ceilings at Restrooms)	125	SF	\$ 5.75	\$ 718.75	
09 51 23		Suspended Acoustical Ceilings - Classrooms & Offices	2,320	SF	\$ 5.75	\$ 13,340.00	
09 65 13		Resilient Base	650	LF	\$ 2.25	\$ 1,462.50	
09 68 13		Carpet Tile - offices & classrooms	2,320	SF	\$ 8.50	\$ 19,720.00	
09 91 00		Painting	7,400	SF	\$ 4.25	\$ 31,450.00	
10 Specialties							\$ 1,500.00
10 14 00		Room Signage	8	EA	\$ 75.00	\$ 600.00	
10 26 13		Wall Protection - corner guards	6	EA	\$ 150.00	\$ 900.00	

11 Equipment								\$	-
11 52 13	NOT USED	-	0	\$	-	\$	-		
12 Furnishings								\$	875.00
12 00 00	Window Blinds	7	EA	\$	125.00	\$	875.00		
13 Special Construction								\$	-
13 00 00	NOT USED	-		\$	-	\$	-		
14 Conveying Equipment								\$	-
14 00 00	NOT USED	-		\$	-	\$	-		
20 Mechanical Commissioning								\$	-
20 00 00	Mech Commissioning	-	LOT	\$	25,000.00	\$	-		
21 Fire Suppression								\$	-
21 10 00	Fire Alarm Systems - included below	-	SF	\$	7.50	\$	-		
22 Plumbing								\$	55,220.00
22 00 00	Plumbing Mobilization	1	LOT	\$	5,000.00	\$	5,000.00		
	Water closet/urinal	3	EA	\$	4,250.00	\$	12,750.00		
	Lavatory	2	EA	\$	3,500.00	\$	7,000.00		
	Bottle Filler	1	EA	\$	4,000.00	\$	4,000.00		
	Hose Bib (exterior, non-freeze)	2	EA	\$	775.00	\$	1,550.00		
	Floor Drain (include trap primer)	2	EA	\$	1,200.00	\$	2,400.00		
	Waste piping, 4"	120	LF	\$	40.00	\$	4,800.00		
	Fittings	1	LOT	\$	1,000.00	\$	1,000.00		
	Waste piping, 2"	40	LF	\$	28.00	\$	1,120.00		
	Fittings	1	LOT	\$	225.00	\$	225.00		
	Vent piping, 2"	60	LF	\$	28.00	\$	1,680.00		
	Fittings	1	LOT	\$	350.00	\$	350.00		
	Water piping, 1.5" with insulation	120	LF	\$	45.00	\$	5,400.00		
	Fittings	1	LOT	\$	1,050.00	\$	1,050.00		
	Water piping, 1" with insulation	120	LF	\$	21.00	\$	2,520.00		
	Fittings	1	LOT	\$	500.00	\$	500.00		
	Water piping, .75" with insulation	120	LF	\$	20.00	\$	2,400.00		
	Fittings	1	LOT	\$	475.00	\$	475.00		
	Start Up, Demo & Training	1	LOT	\$	500.00	\$	500.00		
	Close Out/Commissioning	1	LOT	\$	500.00	\$	500.00		
23 Heating, Ventilating, and Air Conditioning								\$	119,500.00
23 00 00	Mech Mobilization	1	LOT	\$	5,000.00	\$	5,000.00		
	ERV's	1	EA	\$	10,000.00	\$	10,000.00		
	VRF Heat Pumps	1	EA	\$	20,000.00	\$	20,000.00		
	VRF Fan Coils	5	EA	\$	5,000.00	\$	25,000.00		
	Wall Heaters	2	EA	\$	1,500.00	\$	3,000.00		
	Air Outlets	20	EA	\$	250.00	\$	5,000.00		
	Louvers	1	EA	\$	1,000.00	\$	1,000.00		
	Refrig & Condensate Piping	1	EA	\$	10,000.00	\$	10,000.00		
	Ductwork & Air Distribution	4	EA	\$	5,000.00	\$	20,000.00		
	Duct Accessories	1	EA	\$	5,000.00	\$	5,000.00		
	Duct Insulation & Liners	1	EA	\$	5,000.00	\$	5,000.00		
	Temp Control	1	EA	\$	5,000.00	\$	5,000.00		
	Testing & Balancing	1	EA	\$	2,500.00	\$	2,500.00		
	Start Up, Demo & Training	1	EA	\$	1,500.00	\$	1,500.00		
	Close Out & Commissioning	1	EA	\$	1,500.00	\$	1,500.00		
25 Integrated Automation								\$	-
25 00 00	not used	-		\$	-	\$	-		
26 Electrical								\$	95,000.00
26 00 00	Electrical Mobilization	1	LOT	\$	10,000.00	\$	10,000.00		
	Electrical Building Lighting	50	EA	\$	250.00	\$	12,500.00		
	Building Gen Rec	40	EA	\$	150.00	\$	6,000.00		
	400A Service Panel	1	EA	\$	15,000.00	\$	15,000.00		
	Mech HP-1	2	EA	\$	5,000.00	\$	10,000.00		
	Mech FC-1	7	EA	\$	2,500.00	\$	17,500.00		
	Building Low Voltage	40	EA	\$	100.00	\$	4,000.00		
	MDF Cabinet	1	EA	\$	4,000.00	\$	4,000.00		
	EV Charger - new only	2	EA	\$	3,000.00	\$	6,000.00		
	Fire Alarm	1	LOT	\$	10,000.00	\$	10,000.00		
27 Communications								\$	-
27 00 00	Data & Telecomm	-	SF	\$	7.50	\$	-		
28 Electronic Safety and Security								\$	-
28 00 00	NOT USED	-	LS	\$	-	\$	-		
31 Earthwork & Exterior								\$	189,213.00
	Earthwork Mobilization	1	LOT	\$	15,000.00	\$	15,000.00		
	Clearing, grubbing & demo	1	LOT	\$	27,000.00	\$	27,000.00		
	<i>Grading</i>								
	Erosion & Sed Control	1	LOT	\$	2,500.00	\$	2,500.00		
	Roadway Excavation & Hall away	25	CY	\$	333.00	\$	8,325.00		
	<i>Storm Sewer</i>								
	Storm Cleanout	3	EA	\$	800.00	\$	2,400.00		
	Solid Wall PVC Storm Sewer 4" Pipe	41	LF	\$	208.00	\$	8,528.00		
	Swale Planting & Grading	2	EA	\$	2,500.00	\$	5,000.00		
	48" Drywell	2	EA	\$	3,200.00	\$	6,400.00		
	<i>Sewer</i>								
	Sanitary Sewer 4" Main	135	LF	\$	50.00	\$	6,750.00		
	Connect to sewer force main	2	EA	\$	2,500.00	\$	5,000.00		
	<i>Water</i>								
	Gate Valve	1	EA	\$	3,000.00	\$	3,000.00		
	FDC	1	EA	\$	5,000.00	\$	5,000.00		
	PVC Pipe 4" water main	110	LF	\$	50.00	\$	5,500.00		
	PVC Pipe 6" water main	255	LF	\$	55.00	\$	14,025.00		
	<i>Surfacing</i>								
	Concrete Sidewalk	10	SY	\$	95.00	\$	950.00		
	Curb at roadway, 6"	10	LF	\$	80.00	\$	800.00		

Crushed Surfacing top course 4" standard only	249	TON	\$	80.00	\$	19,920.00		
Hot mix asphalt, 4" standard (required)	113	TON	\$	145.00	\$	16,385.00		
Hot mix asphalt, 4" standard (parking stalls bid alt)	124	TON	\$	145.00	\$	17,980.00		
Pavement Markings	1	LOT	\$	5,000.00	\$	5,000.00		
<i>Other</i>								
On site gas service (new gas line)	170	LF	\$	25.00	\$	4,250.00		
On site power modifications (relocate exist EV)	1	LOT	\$	9,500.00	\$	9,500.00		
32 Exterior Improvements							\$	-
<i>included above</i>		LOT	\$	-	\$	-		
33 Utilities							\$	-
<i>included above</i>	-	LOT	\$	-	\$	-		

DESIGN / DOCUMENT SCHEDULE -

Spokane Police Academy Addition

updated 04/15/2024

Date	Milestone	Task / Event	Participants	Required Content
Wednesday, April 10, 2024	SD	Floor plan and exterior elevations approved by Owner group	All	Meeting Agenda & Updated Plans
Friday, April 12, 2024		Email SD plans to consultants. Ask to schedule a coordination meeting with consultants to answer questions	DWA, MSI, LSB	Floor plans, exterior elevations, project needs info
Tuesday, April 16, 2024		Receive Civil survey site plan, and start architectural site plan	DWA, SCJ	
Tuesday, April 23, 2024		SketchUp 3D rendering to review w/ Owner group	DWA,	3D Bldg Exterior rendering
Wednesday, April 24, 2024	10:00	Owner group meeting to review plans, 3D rendering and metal panel colors	DWA	
Tuesday, April 30, 2024		Consultant Team coordination Meeting	DWA, MSI, LSB	**date is tentative**
Wednesday, May 8, 2024	10:00	Owner group meeting for updates and comments	DWA	
Friday, May 10, 2024	EOD	SD Level Consultant Team Drawings, Spec TOC & Cost Estimate info due to DWA	DWA, MSI, LSB	SD Mechanical, Electrical & Structural plans
Friday, May 17, 2024		SD plans, refine plans and coordination with specs		
Wednesday, May 22, 2024	10:00	Owner group meeting to review plans, gather information for specs	DWA	
Friday, May 24, 2024	EOD	DWA to coordinate & send out design team response info	DWA, MSI, LSB	
Wednesday, June 5, 2024	10:00	Owner group meeting	DWA	
Thursday, June 13, 2024		Consultant coordination meeting if needed. Refine plans, estimate, specs	DWA, MSI, LSB	**date is tentative**
Wednesday, June 19, 2024	10:00	Owner group meeting	DWA	
Monday, June 24, 2024	EOD	DD Level Consultant Team Drawings, Specs, and Cost Estimate info due to DWA	All	DD Review drawings, schedule, Spec TOC and cost estimate
Wednesday, June 26, 2024		DWA to coordinate & send out design team response info	All	
Thursday, June 20, 2024		Email Pre-Development Application & plans to City of Spokane. Schedule Pre-Development meeting.	All	Site plan, property information listed on application
Wednesday, July 3, 2024		DWA to perform final coordination with owner group	DWA	
Wednesday, July 3, 2024		CD plans, details, and specs coordination	All	
Monday, July 8, 2024		Refine plans and cost estimate		
Tuesday, July 9, 2024		Consultant Team coordination meeting, if required	DWA, MSI, LSB	**date is tentative**
Thursday, July 11, 2024		Coordination of plans, specifications, and detailing	DWA	CD drawings and specifications
Friday, July 19, 2024	EOD	Final CD Consultants Package Due to DWA	All	drawings, specifications, cost estimate
Friday, July 26, 2024		Submit CD plans to City for permit review, FAA, and shoreline use	DWA	CD Plans set, structural calcs, reports & permit application
Friday, August 9, 2024		Respond to 1st round of permit comments from the City	DWA, MSI, LSB	
Friday, August 16, 2024		Coordination of permit comments with plans, specs & cost estimate	DWA	
Thursday, August 22, 2024		2nd round of permit comments	DWA, MSI, LSB	
Friday, August 30, 2024		Submit plans and Response to final permit review comments	All	Revise plans as needed
Tuesday, August 6, 2024		First Advertisement for Bid		**date is tentative**
Tuesday, August 13, 2024		Second Advertisement for Bid		**date is tentative**
Tuesday, August 6, 2024		Bid Period Begins through early September		Documents Available
Tuesday, September 10, 2024	10:00 AM	Pre-Bid Meeting		**date is tentative**
Thursday, September 12, 2024	2:00 PM	**Bids Due**		**date is tentative**
Monday, October 7, 2024		Contract Execution granted by City of Spokane		**date is tentative**
Monday, October 21, 2024		NOTICE TO PROCEED - contractor to mobilize on site and Const. period begins		** date is tentative**
Thursday, November 7, 2024		Monthly Construction Administration meetings begin		** date is tentative**
Monday, May 12, 2025		SUBSTANTIAL COMPLETION		** date is tentative**
Friday, May 30, 2025		FINAL COMPLETION		

Certificate Of Completion

Envelope Id: 07EFEAB54C97492A8B42942C9596089F	Status: Completed
Subject: OPR 2024-0569 CONTRACT WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION WSCJT	
Source Envelope:	
Document Pages: 57	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Daniel Rose
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	drose@spokanecity.org
	IP Address: 198.1.39.252


Record Tracking

Status: Original	Holder: Daniel Rose	Location: DocuSign
7/23/2024 11:26:43 AM	drose@spokanecity.org	


Signer Events

Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 198.1.39.252	Sent: 7/23/2024 11:34:14 AM Viewed: 7/23/2024 12:02:35 PM Signed: 7/23/2024 12:03:54 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Monica Alexander monica.alexander@cjtc.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.238.171.50	Sent: 7/23/2024 12:03:56 PM Viewed: 7/23/2024 2:39:58 PM Signed: 7/23/2024 4:14:48 PM
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Electronic Record and Signature Disclosure:
Accepted: 7/23/2024 2:39:58 PM
ID: 61d1e356-ec23-4ffa-b47c-fffb4fc93ba6

Margaret Harrington mharrington@spokanecity.org Assistant City Attorney City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 7/23/2024 4:14:50 PM Viewed: 7/23/2024 4:23:09 PM Signed: 7/23/2024 4:23:18 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Maggie Yates myates@spokanecity.org Assistant City Administrator Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 7/23/2024 4:23:19 PM Resent: 7/25/2024 8:43:15 AM Viewed: 7/25/2024 3:06:23 PM Signed: 7/25/2024 3:06:58 PM
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Electronic Record and Signature Disclosure:
Accepted: 7/25/2024 3:06:23 PM
ID: 93ead2bf-ba78-4b71-a7b0-d9ff5a79ba15

Signer Events	Signature	Timestamp
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Laurie Farnsworth
lfarnsworth@spokanecity.org
Acting City Clerk
City of Spokane
Security Level: Email, Account Authentication
(None)

Laurie Farnsworth



Sent: 7/25/2024 3:07:00 PM
Resent: 7/25/2024 4:03:52 PM
Viewed: 7/25/2024 5:18:43 PM
Signed: 7/25/2024 5:19:15 PM

Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/23/2024 11:34:14 AM
Envelope Updated	Security Checked	7/25/2024 4:03:51 PM
Envelope Updated	Security Checked	7/25/2024 4:03:51 PM
Envelope Updated	Security Checked	7/25/2024 4:03:51 PM
Certified Delivered	Security Checked	7/25/2024 5:18:43 PM
Signing Complete	Security Checked	7/25/2024 5:19:15 PM
Completed	Security Checked	7/25/2024 5:19:15 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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