

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 7, 2013

### MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

CITY OF SPOKANE GUEST WIRELESS ACCESS FOR COUNCIL CHAMBERS FOR JANUARY 7:

USER NAME: **COS Guest**

PASSWORD: **wusEsWu3**

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

## CITY COUNCIL BRIEFING SESSION

The purpose of this meeting is for Council Members, City Staff and Counsel to review items on the Advance (next Monday's) Agenda for the Council Meeting of January 14, 2013 and to review the Current Agenda for this evening's Council Meeting. Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the conclusion of the Legislative Agenda.

### ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ggeorge-hatcher@spokanecity.org](mailto:ggeorge-hatcher@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

# ADMINISTRATIVE SESSION

Roll Call of Council

# CONSENT AGENDA

## REPORTS, CONTRACTS AND CLAIMS

## RECOMMENDATION

- |    |   |         |                              |
|----|---|---------|------------------------------|
| 1. | Purchase of servers and related equipment from IBM Corporation for the MIS Department from January 1, 2013 through December 31, 2013, utilizing Washington State Contract #T10-MST-312—estimated expense not to exceed \$150,000 (plus tax and shipping).<br><b>Michael Sloon</b> | Approve | OPR 2012-1030                |
| 2. | Purchase of PC, laptop and mobile data hardware equipment from Dell Financial Services, LLC (Austin, TX) from January 1, 2013 through December 31, 2013—estimated annual expense \$250,000 (plus tax and shipping).<br><b>Michael Sloon</b>                                       | Approve | OPR 2012-1031<br>RFP 3494-08 |
| 3. | Purchase of various software from Washington State Department of Enterprise Services (Olympia, WA) from January 1, 2013 through December 31, 2013—estimated annual expense \$150,000 (plus tax and shipping).<br><b>Michael Sloon</b>   | Approve | OPR 2012-1032                |
| 4. | Contract Extension with Cerium Networks, Inc. (Spokane, WA) for maintenance of Cisco SmartNet Equipment from January 1, 2013 through December 31, 2013—estimated annual expense \$257,128.74 (including tax).<br><b>Michael Sloon</b>   | Approve | OPR 2009-1065<br>RFP 3513-08 |

- |   |   |  |
|---|---|--|
| <p>5. <b>Contract Extension with Copiers Northwest, Inc. (Seattle, WA) for the purchase, lease, rental service and management support of Canon or Sharp copiers and Hewlett-Packard printers—estimated annual expense \$150,000.</b><br/> <b>Michael Sloon</b></p>  | <p><b>Approve</b></p>                                   | <p><b>OPR 2009-1067<br/>RFP 3596-09</b></p>  |
| <p>6. <b>Contract Extension No. 1 with Polydyne, Inc. (Riceboro, GA) to supply polymer for sludge thickening and dewatering to Riverside Park Reclamation Facility from March 1, 2013 through February 28, 2014—estimated cost depending on usage \$607,448.21 (including tax).</b><br/> <b>Dale Arnold</b></p>   | <p><b>Approve</b></p>                                   | <p><b>OPR 2011-0146<br/>BID 3750-10</b></p>  |
| <p>7. <b>Contracts for Certified Arborist On-Call Services (Various Neighborhoods) with:</b></p> <ul style="list-style-type: none"> <li>a. <b>Northwest Plant Health Care, Inc. (Post Falls, ID)</b></li> <li>b. <b>Grace Tree Service, Inc. (Hayden, ID)</b></li> <li>c. <b>Senske Lawn and Tree Care (Spokane Valley, WA)</b></li> </ul> <p>Each contract—not to exceed \$200,000.<br/> <b>Mike Taylor</b></p>  | <p><b>Approve &amp;<br/>Authorize<br/>Contracts</b></p> | <p><b>ENG 2010055</b></p> <ul style="list-style-type: none"> <li><b>OPR 2012-1021</b></li> <li><b>OPR 2012-1022</b></li> <li><b>OPR 2012-1023</b></li> </ul> |
| <p>8. <b>Consultant Agreements for Geotechnical Design Support On-Call Services (Various Neighborhoods) with:</b></p> <ul style="list-style-type: none"> <li>a. <b>Budinger &amp; Associates (Spokane, WA)</b></li> <li>b. <b>Geoengineers, Inc. (Spokane, WA)</b></li> </ul> <p>Each contract—not to exceed \$350,000.<br/> <b>Mike Taylor</b></p>   | <p><b>Approve<br/>All</b></p>                           | <p><b>ENG 2005042</b></p> <ul style="list-style-type: none"> <li><b>OPR 2012-1024</b></li> <li><b>OPR 2012-1025</b></li> </ul>                               |
| <p>9. <b>Consultant Agreements for On-Call Landscape Architect Design Services (Various Neighborhoods) with:</b></p> <ul style="list-style-type: none"> <li>a. <b>Sherry Pratt Van Voorhis Landscape Architects (Spokane, WA)</b></li> <li>b. <b>Taylor Engineering, Inc. (Spokane, WA)</b></li> <li>c. <b>Verdis Landscape Architecture: Planning (Coeur d'Alene, ID)</b></li> </ul> <p>Each contract—not to exceed \$250,000.<br/> <b>Mike Taylor</b></p> | <p><b>Approve<br/>All</b></p>                           | <p><b>ENG 2009117</b></p> <ul style="list-style-type: none"> <li><b>OPR 2012-1026</b></li> <li><b>OPR 2012-1027</b></li> <li><b>OPR 2012-1028</b></li> </ul> |



- |   |   |  |
|---|---|--|
| <p>10. Low Bid of Inland Asphalt Company (Spokane, WA) for 14th Avenue from Monroe Street to Grand Boulevard and Queen Avenue from A Street to Nettleton Street and surrounding streets—\$1,339,833.85 (plus tax). An administrative reserve of \$133,983.38 (plus tax), which is 10% of the contract price (plus tax), will be set aside.<br/><b>Mike Taylor</b></p> | <p>Approve &amp; Authorize Contract</p> | <p>PRO 2012-0051<br/>ENG 2010128<br/>ENG 2010129</p> |
| <p>11. Software Maintenance Agreement with Xpediter Technologies, LLC to provide support and maintenance services for products licensed by the City of Spokane from January 1, 2013 through December 31, 2014—annual expense \$56,687.81. Total cost—\$113,375.62.<br/><b>Bob Lincoln</b></p>   | <p>Approve</p>                          | <p>OPR 2012-1029</p>                                 |
| <p>12. Contract with IBM Corporation (Pittsburg, PA) for COPLINK system maintenance from January 1, 2013 through December 31, 2013—annual expense \$45,770.<br/><b>Richard Cain</b></p>   | <p>Approve</p>                          | <p>OPR 2012-1033</p>                                 |
| <p>13. Contract with Integra Information Technologies, Inc. (Boise, ID) for software assurance and hardware maintenance of Hyland equipment for various departments from January 1, 2013 through December 31, 2013—\$73,296.96 (including tax).<br/><b>Michael Sloon</b></p>  | <p>Approve</p>                          | <p>OPR 2012-1034</p>                                 |
| <p>14. Contracts with Structured Communications Systems, Inc. (Clackamas, OR) from January 1, 2013 through December 31, 2013 for:</p>   | <p>Approve All</p>                      | <p>RFP 3884-12</p>                                   |
| <p>a. 24/7 extended support of Symantec centralized backup software—\$94,560 (plus tax).</p>  |   | <p>OPR 2012-1035</p>                                 |
| <p>b. 24/7 maintenance support of Hitachi hardware and software—\$63,890.24 (plus tax).<br/><b>Michael Sloon</b></p>  |   | <p>OPR 2012-1036</p>                                 |
| <p>15. Report of the Mayor of pending:</p>  | <p>Approve &amp; Authorize Payments</p> |  |
| <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through December 31, 2012, total \$17,455,283.08, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$16,961,705.10.</p>  |   | <p>CPR 2012-0002</p>                                 |
| <p>b. Payroll claims of previously approved obligations through December 22, 2012: \$5,666,975.77.</p>  |   | <p>CPR 2012-0003</p>                                 |

# **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

# **CITY COUNCIL SESSION**

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

**(Council Briefing Center)**

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

# **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

**(Announcements regarding Changes to the City Council Agenda)**

## **BOARDS AND COMMISSIONS APPOINTMENTS**

**(Includes Announcements of Boards and Commissions Vacancies)**

### **APPOINTMENTS**

### **RECOMMENDATION**

**Spokane Airport Board: One Appointment**

**Confirm**

**CPR 1982-0071**

**Design Review Board: One Appointment**

**Confirm**

**CPR 1993-0069**

**Citizens Street Advisory Committee: Two  
Appointments; One Reappointment**

**Confirm**

**CPR 2004-0021**

**Northeast Public Development Authority: One  
Reappointment**

**Confirm**

**CPR 2012-0032**

## **CITY ADMINISTRATION REPORT**

## COUNCIL COMMITTEE REPORTS

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

### OPEN FORUM

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

## LEGISLATIVE AGENDA

### NO EMERGENCY BUDGET ORDINANCES

### NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCE

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2012-0112 Approving the Appointment of **Brian McGinn** as the Hearing Examiner for the City of Spokane.  
**Sponsor: Council President Ben Stuckart**
- RES 2012-0113 Adopting the City of Spokane's 2013 Washington State Legislative Agenda.  
**Sponsor: Council President Ben Stuckart**
- ORD C34936 Granting Inland Power and Light, Inc., a Washington corporation, the right, privilege and authority and franchise to set, erect, construct, support, attach, connect and stretch facilities between, maintain, repair, replace, enlarge, operate and use facilities in, upon, under, along and across the franchise area for purposes of transmission, distribution and sale of electrical energy for power, heat, light and any other purpose for which such energy can be used. (First Reading held November 19, 2012)  
**Tim Szambelan**

### FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

- ORD C34840 Vacating the alley between Cowley Street and Grant Street from East Riverside Avenue south to alley requested by Wolff & Hislop, Attorneys at Law. (Original First Reading held March 5, 2012.)  
**Eldon Brown**

### FURTHER ACTION DEFERRED

## **NO SPECIAL CONSIDERATIONS**

---

## **NO HEARINGS**

---

**Motion to Approve Current Agenda for January 7, 2013  
(per Council Rule 2.1.2)**

---

## **OPEN FORUM (CONTINUED)**

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

## **ADJOURNMENT**

The January 7, 2013, Regular Legislative Session of the City Council is adjourned to Monday, January 14, 2013.

---

## **NOTES**



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	OPR 2012-1030
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2012-0007
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	VB MASTER

<b>Submitting Dept</b>	MANAGEMENT INFORMATION SERVICES
<b>Contact Name/Phone</b>	MICHAEL 625-6468 SLOON
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5300 IBM PURCHASE (2013)

**Agenda Wording**

Approval to Purchase Servers and related equipment from the IBM Corporation beginning January 1, 2013 through December 31, 2013 for the MIS Dept utilizing Washington State Contract #T10-MST-312-est exp not to exceed \$150,000.00(plus tax & shipping)

**Summary (Background)**

Acquisition is needed to replace EOS (End OF Service) servers and to purchase new servers compatible with our application requirements, server management tools, and server virtualization standards. Staff recommends approval.

**Fiscal Impact**

Expense	\$ 150,000.00 plus tax & shipping
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various Accounts
#	
#	
#	

**Approvals**

<b>Dept Head</b>	SLOON, MICHAEL
<b>Division Director</b>	DUNIVANT, TIMOTHY
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	Accounting - pdolan@spokanecity.org
	Contract Accounting - mlesense@spokanecity.org
	Legal - bburns@spokanecity.org
	Taxes & Licenses
	Purchasing - cwahl@spokanecity.org
	MIS – jhamilton@spokanecity.org
	IBM Corp - dwester@us.ibm.com

**Additional Approvals**

<b>Purchasing</b>	WAHL, CONNIE
-------------------	--------------



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	OPR 2012-1031
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2008-0880
<b>Project #</b>	
<b>Bid #</b>	RFP 3494-08
<b>Requisition #</b>	VB MASTER

<b>Submitting Dept</b>	MANAGEMENT INFORMATION SERVICES
<b>Contact Name/Phone</b>	MICHAEL 625-6468 SLOON
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5300 DELL MARKETING PURCHASE (2013)

**Agenda Wording**

Approval to Purchase PC, Laptop and Mobile Data Hardware Equipment from Dell Marketing L.P. (Dell Financial Services, L.L.C.), (Austin, TX) beginning January 1, 2013 thru December 31, 2013-Annual cost is approx \$250,000.00 plus appl tax & shipping.

**Summary (Background)**

Dell Marketing, LP currently provides the City of Spokane with PC, Laptop and Mobile Data Hardware for purchase for various City Departments. The purpose of the new equipment is for efficiencies, improved service, high speed connectivity, future capacity, and aligns with the City's standard for PC, Laptop and Mobile Data equipment and deployment. The City of Spokane MIS Department has utilized RFP 3494-08 for its selection of Dell Marketing, LP.

**Fiscal Impact**

Expense	\$ 250,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various Accounts
#	
#	
#	

**Approvals**

<b>Dept Head</b>	SLOON, MICHAEL
<b>Division Director</b>	DUNIVANT, TIMOTHY
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	Accounting - pdolan@spokanecity.org
	Contract Accounting - mlesense@spokanecity.org
	Legal - bburns@spokanecity.org
	Taxes & Licenses
	Purchasing - cwahl@spokanecity.org
	MIS - jhamilton@spokanecity.org
	Dell - john_duncan@dell.com

**Additional Approvals**

<b>Purchasing</b>	WAHL, CONNIE
-------------------	--------------



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	OPR 2012-1032
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2012-0008
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	VB MASTER

<b>Submitting Dept</b>	MANAGEMENT INFORMATION SERVICES
<b>Contact Name/Phone</b>	MICHAEL 625-6468 SLOON
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5300 WA STATE DES SOFTWARE PURCHASE (2013)

**Agenda Wording**

Approval to Purchase from Washington State Department of Enterprise Services, (Olympia, WA) various Software beginning January 1, 2013 through December 31, 2013--Annual cost is approximately \$150,000.00 (plus applicable tax and shipping).

**Summary (Background)**

Washington State DES currently provides the City of Spokane with Microsoft, Autodesk and Adobe Software Products which includes Maintenance and Support Subscription/Upgrades for purchase for various City Departments. Washington State DES has already negotiated and established contracts that include pricing advantages for other government agencies to utilize. The City of Spokane MIS Department utilizes this opportunity whenever possible.

**Fiscal Impact**

Expense	\$ 150,000.00 plus tax & shipping
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various Accounts
#	
#	
#	

**Approvals**

<b>Dept Head</b>	SLOON, MICHAEL
<b>Division Director</b>	DUNIVANT, TIMOTHY
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	Accounting - pdolan@spokanecity.org
	Contract Accounting - mlesense@spokanecity.org
	Legal - bburns@spokanecity.org
	Taxes & Licenses
	Purchasing - cwahl@spokanecity.org
	MIS - jhamilton@spokanecity.org
	WA State DES - ed.pichler@des.wa.gov

**Additional Approvals**

<b>Purchasing</b>	WAHL, CONNIE
-------------------	--------------





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

01/07/2013

<u>Date Rec'd</u>	12/26/2012
<u>Clerk's File #</u>	OPR 2009-1065
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2008-1070
<u>Project #</u>	
<u>Bid #</u>	RFP 3513-08
<u>Requisition #</u>	

<u>Submitting Dept</u>	MANAGEMENT INFORMATION SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 CERIUM NETWORKS SMARTNET (2013)

Agenda Wording  
 Authorization to exercise 5th year option of five-year contract with Cerium Networks, Inc. (Spokane, WA) for Maintenance of Cisco SmartNet equipment located throughout the City. January 1, 2013 thru December 31, 2013-annual est. \$257,128.74(inc tax).

Summary (Background)  
 SmartNet, which is the maintenance portion for Cisco hardware and software, is provided by Cerium Networks as part of the RFP #3513-08 for the City's phone and network system. The City of Spokane uses Cisco Switches and Routers as the primary backbone connection device. This contract provides maintenance hardware and software support for the most critical products. Maximum contract length is five (5) years. Each additional year could increase costs based upon products purchased the previous year. Keeping these products running is essential to the City in conducting business

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 257,128.74 inc tax	# 5300-73400-18850-54804
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	BURNS, BARBARA	Accounting - pdolan@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org
<u>Additional Approvals</u>		Legal - bburns@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	Taxes & Licenses
		Purchasing - cwahl@spokanecity.org
		MIS - jhamilton@spokanecity.org
		Cerium Networks - jlynch@ceriumnetworks.com



**Cerium Networks**  
 1011 E 2nd Ave., Suite 10  
 Spokane, WA 99202  
 800-217-0933  
[csc@ceriumnetworks.com](mailto:csc@ceriumnetworks.com)

## PURCHASE AGREEMENT

**Project #** CERQ46675  
**Date** 12/07/12  
**Sales Rep.** Jeff Lynch

**Sold To:**

**City of Spokane**  
 Michael Sloon  
 808 W. Spokane Falls Blvd.  
 7th Floor - City Hall  
 Spokane, WA 99201

**Ship To:**

**City of Spokane**  
 Michael Sloon  
 808 W. Spokane Falls Blvd.  
 7th Floor - City Hall  
 Spokane, WA 99201

**Spokane Location:**  
 1011 E 2nd Ave, Suite 10  
 Spokane, WA 99202  
 Fax: (509) 536-8633

**Cisco SmartNet Renewal for City of Spokane, Co-Terminus End Date of 12/31/2013  
 State Contract T12-MST-642**

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1		<b>Contract 2384749, SMARTnet 8x5xNBD (SNT).</b>		
2		<b>Start Date 1/01/2013 unless otherwise noted.</b>		
3	45	AIR-AP1242AG-A-K9, SN FTX1102B3QJ, FTX1102B3QF, FTX1102B3QK, FTX1102B3QH, FTX1102B3QE, FTX1102B3R8, FTX1102B3RB, FTX1102B3R7, FTX1102B3R3, FTX1102B3R6, FTX1102B3QL, FTX1102B3QG, FTX1102B3QC, FTX1102B3QB, FTX1102B3QA, FTX1102B3QD, FTX1102B3RF, FTX1102B3RG, FTX1102B3RD, FTX1102B3RC, FTX1102B3RA, FTX1102B3R5, FTX1102B3RE, FTX1102B3R0, FTX1102B3QV, FTX1102B3QT, FTX1102B3R4, FTX1102B3QU, FTX1102B3R2, FTX1102B3R1, FTX1102B3QY, FTX1102B3QW, FTX1102B3QR, FTX1102B3QQ, FTX1102B3QS, FTX1102B3QN, FTX1102B3QP, FTX1102B3QZ, FTX1213B01K, FTX1213B01A, FTX1217B6R1, FTX1217B6PQ	\$64.80	\$2,916.00
		FTX1102B3R9, FTX1102B3QX, FTX1213B01B were RMA'ed and replaced with FTX1046B4CM, FTX1107B3Q4, FTX1549B099		
4	6	AIR-BR1310-A-K9, SN FTX1138U08D, FTX1138U080, FTX1138U06V, FTX1252U07K, FTX1304U02Q, FTX1305U02X	\$93.60	\$561.60
5	2	AIR-BR1310G-A-K9, SN FTX1138U072, FTX1138U07A - Start Date 1/5/2013	\$92.57	\$185.14
6	2	AIR-CAP3502I-A-K9, SN FTX1433K2MF, FTX1503K18X	\$93.60	\$187.20
7	1	AIR-CAP3602I-A-K9, SN FTX1552GL9P - Start Date 1/23/2013	\$101.49	\$101.49
8	9	AIR-LAP1242AG-A-K9, SN FTX1320B1RA, FTX1411B00X, FTX1411B00Z, FTX1411B01A, FTX1411B01F, FTX1411B01E, FTX1411B01L, FTX1411B01Q, FTX1411B01H	\$64.80	\$583.20
9	3	ASA5505-BUN-K9, SN JMX1201Z039, JMX1432Z1TR, JMX1432Z1TM	\$63.90	\$191.70
10	1	ASA5510-BUN-K9, SN JMX1324L08Q	\$377.10	\$377.10
11	1	ASA5510-SEC-BUN-K9, SN JMX1340L1YW	\$485.10	\$485.10
12	2	ASA5540-BUN-K9, SN JMX1536X0KZ, JMX1536X0KY	\$1,835.10	\$3,670.20
13	2	ASA5550-BUN-K9, SN JMX1336L1F3, JMX1336L1EV	\$2,159.10	\$4,318.20
14	2	CISCO2811-V/K9, SN FTX1146A268, FTX1146A26A	\$378.00	\$756.00
15	4	CISCO2851-V/K9, SN FTX1250A3HH, FTX1250A3HG, FTX1250A3HF, FTX1250A3HE	\$659.70	\$2,638.80

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
16	2	CISCO2951-SEC/K9, SN FTX1410AHGJ, FTX1410AHGH	\$864.00	\$1,728.00
17	5	CISCO881-SEC-K9, SN FTX152680U4, SL-FTX141482Z5, SL-FTX14278001, SL-FTX1427800M, SL-FTX14278005	\$45.90	\$229.50
18	1	CP-7936, SN 000F2E0D98C	\$49.50	\$49.50
19	3	CP-7937G=, SN 0004F2EB7EDF, 0004F2EB8135, 0004F2EB7EA8 - Start Date 1/2/2013	\$43.08	\$129.24
20	1	CP-7937G=, SN 0004F2F0243D - Start Date 4/3/2013	\$32.31	\$32.31
21	1	CSACSE-1113-K9, SN SQCF134200F2	\$331.20	\$331.20
22	1	CSASCE-1113-UP-K9, SN QCN1304005H	\$331.20	\$331.20
23	3	IE-3000-8TC, SN FOC1433X25A, FOC1433Y11S, FOC1512Y59U	\$103.50	\$310.50
24	2	MCS-7845-I3-CCX, SN KQVDGHP, KQVDGMG	\$1,728.00	\$3,456.00
25	2	MCS-7845-I3-ECS1, SN KQVDFRK, KQVDFRH	\$1,872.00	\$3,744.00
26	6	MCS-7845-I3-IPC1, SN KQVDFKA, KQVDFKM, KQVDFKY, KQVDFHB, KQVDGBG, KQVDGCG	\$1,728.00	\$10,368.00
27	2	N4K-4005I-XPX, SN FOC15375VYZ, FOC15441VMH - Start Date 1/12/2013	\$553.40	\$1,106.80
28	1	WS-C2950C-24, SN FAB0540P0WV	\$95.20	\$95.20
29	1	WS-C2960G-24TC-L, SN FOC1051ZHQE	\$171.00	\$171.00
30	1	WS-C3560-8PC-S, SN FOC1502W3SM	\$72.90	\$72.90
31	3	WS-C3750E-24PD-S, SN FDO1244R07Z, FDO1244R0A3, FDO1244R05C	\$741.60	\$2,224.80
32	1	WS-C3750G-12S-S, SN CAT1118ZGG7	\$604.80	\$604.80
33	1	WS-C3750G-24PS-S, SN FOC1112Y2LC	\$490.50	\$490.50
34	1	WS-C375024TS-E1U, SN FOC1101Z0M7	\$830.70	\$830.70
35	1	WS-C3750G-48PS-S, SN FOC1247W5FN	\$827.10	\$827.10
36	1	WS-C3750X-24P-S, SN FDO1546Z0K1 - Start Date 1/7/2013	\$630.00	\$630.00
37	1	WS-C6513, SN TSC065100DP - Start Date 2/1/2013	\$9,512.14	\$9,512.14
38	3	WS-C6513, SN TSC0701002S, TSC065100DY SAL08186BEP RMA'ed and replaced with WS-C6513= SN SAL1549XGY4	\$10,395.00	\$31,185.00
39	2	WS-SVC-WISM-1-K9, SN SAD12450535, SAD112005B0	\$3,312.00	\$6,624.00
40		<b>The following went End of Support during the last contract period.</b>		
41	5	CISCO1760-V, SN FHK081520GN, FHK081520GL, FHK081911EZ, FHK0820210U, FHK0820210R, FHK08202112 - EOS 3/31/2012	\$0.00	\$0.00
42	23	CISCO1760-V-SRST, SN FHK08202112, FHK0820210Z, FHK0820210X, FHK0820210Y, FHK082010S8, FHK082010SA, FHK082010SD, FHK0820210S, FHK0820210Q, FHK0820210J, FHK0820210N, FHK0820210P, FHK082010S2, FTX0830Y0A9, FTX0830X0BW, FTX0830X0BZ, FTX0830X0C1, FTX0830Z07W, FTX0830Z07V, FTX0830X0BY, FTX0830X0BX, FTX0830W0D2, FTX0830X0C0 - EOS 3/31/2012	\$0.00	\$0.00
43		SubTotal		\$92,056.12
44				
45		<b>Contract 4414877, Software Application Support (SAS).</b>		
46		<b>Start Date 01/01/2013 unless otherwise noted.</b>		

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
47	2	CSACSE-4.2-SW-K9	\$1,619.10	\$3,238.20
48		SubTotal		\$3,238.20
49				
50		<b>Contract TBD 90175045, Software Application Support with Upgrade (SAU).</b>		
51		<b>Start Date 01/01/2013 unless otherwise noted.</b>		
52	1	CCA-MGR-K9	\$2,136.60	\$2,136.60
53	1	WCS-APLOC-100 - EOS 2/28/2013	\$261.72	\$261.72
54		SubTotal		\$2,398.32
55				
56		<b>Contract 90175098, SMARTnet Premium 24x7x4 (SNTP)</b>		
57		<b>Start Date 01/01/2013 unless otherwise noted.</b>		
58	1	ASA5505-UL-BUN-K9, SN JMX1312Z0HG	\$150.30	\$150.30
59	4	WS-C4507R, SN FOX063926PH, FOX063926PJ, FOX073002YG, FOX08190619	\$3,988.80	\$15,955.20
60	2	WS-C6509-E-FWM-K9, SN SMG1205N3U2, SMG1205N33Z	\$9,040.50	\$18,081.00
61	2	WS-C6509, SN TSC070200E5, TSC0725008E - EOS 11/30/2012 - Post LDOS Date 11/30/2013 Post LDOS can be purchased for up to 3 years as long as it is purchased now. If a 1 or 2 yr contract is purchased now, that contract cannot be renewed once it expires. *** Per customer request, we have cotermed these devices to 12/31/2013	\$19,992.57	\$39,985.14
62		SubTotal		\$74,171.64
63				
64		<b>Traffic Network Smartnet</b>		
65	1	WS-C4507R-E, SN FOX1247GUSY	\$3,988.80	\$3,988.80
66	5	WS-C3750G-12S-E, SN FDO1320X16G, FDO1432Y19V, FDO1506X048, FDO1506X0AW, FDO1506X06U	\$906.30	\$4,531.50
67	77	IE-3000-4TC, SN FOC1322Z128, FOC1332Z0AR, FOC1332Z0CE, FOC1331Z1EV, FOC1332Z0B6, FOC1302Z1PT, FOC1307V5AT, FOC1332Z06D, FOC1332Z0BK, FOC1332Z09E, FOC1332Z0CL, FOC1332Z08C, FOC1332Z0AB, FOC1331Z1DQ, FOC1332Z065, FOC1332Z0CG, FOC1332Z07H, FOC1330Z6CR, FOC1332Z06Z, FOC1346V0VG, FOC1346Z0XA, FOC1346Z0XK, FOC1346V0TC, FOC1346V0WF, FOC1344V3CD, FOC1346V0S2, FOC1440Y44J, FOC1439X4DD, FOC1441W5QQ, FOC1441V077, FOC1436V103, FOC1441V05K, FOC1441W5QU, FOC1434V53F, FOC1441W5UM, FOC1441V084, , FOC1441V055, FOC1436X2HG, FOC1441W5UF, FOC1441X47J, FOC1441X47P, FOC1441V079, FOC1436V0VM, FOC1441W5QE, FOC1441W5PQ, FOC1440Y44M, FOC1441X487, FOC1430Y3MR, FOC1441W5Q9, FOC1522X05C, FOC1522X069, FOC1522Z187, FOC1522W2CH, FOC1522W28Z, FOC1522W2CC, FOC1522W2AN, FOC1521Z02U, FOC1522X04X, FOC1522W2D9, FOC1522X068, FOC1522W2AH, FOC1522Z17X, FOC1522X056, FOC1522X04S, FOC1522X06E, FOC1521Y1SJ, FOC1522X05E, FOC1522W2CK, FOC1523Z0A3, FOC1522X05R, FOC1522X07T, FOC1522X077, FOC1523Z09U, FOC1523Z05P, FOC1523Z051,  FOC1441X47, & FOC1441W5QF RMA'ed and replaced with FOC1441X47Q, FOC1545Z0TX	\$77.40	\$5,959.80
68	2	IE-3000-4TC, SN FOC1601X10H, FOC1601X0YU - Start Date 2/27/2013	\$65.31	\$130.62



Ln#	Qty	Description	Purchase Price/Unit	Purchase Price/Total
69		SubTotal		\$14,610.72
70				
71		<b>Contract 90175100, Essential SW (ESW).</b>		
72		<b>Start Date 1/1/2012 unless otherwise noted.</b>		
73	104	CCX-70-P-SEAT1	\$184.50	\$19,188.00
74	2	KEY-ER7.X-100=	\$135.00	\$270.00
75	1	KEY-ER7.X-1K=	\$1,350.00	\$1,350.00
76	1	KEY-ER7.X-500=	\$675.00	\$675.00
77	2	SW-ER-7.1-7845-K9=.	\$1,349.10	\$2,698.20
78	12	SW-IPCOMM-E1 - EOS 7/31/2013	\$7.32	\$87.84
79	1	L-CCX-85-A-P-LIC (already covered through 12/31/2013) UCSS 1 Yr contract purchased 9/11/2012	\$0.00	\$0.00
80		SubTotal		\$24,269.04
81				
82		<b>UCSS Upgrades</b>		
83	1	UCSS Emergency Responder eDelivery Top Level SKU	\$0.00	\$0.00
84	170	UCSS EMRGNCY RSPNDR 1YR 10 USRS EDLVRY	\$12.80	\$2,176.00
85	1	Top Level SKU eDelivery UCSS for UPC	\$0.00	\$0.00
86	2	UCSS Unified Personal Communicator 1 year 10 Users	\$38.40	\$76.80
87	1	UCSS for Cisco Unified Contact Center Express eDelivery	\$0.00	\$0.00
88	104	UCSS for CCX PRE for One Year 1 users	\$94.72	\$9,850.88
89		SubTotal		\$12,103.68
90	1,700	ESSENTIAL SW Svcs Mapping SKU, 1K-10K UWL STD users - Coverage - 11/1/2012 - 12/31/2013	\$14.76	\$25,092.00
91		SubTotal		\$25,092.00
92	-1	Credit for remaining Smartnet on existing Cisco licensing	\$4,590.74	-\$4,590.74
93		SubTotal		-\$4,590.74
94				
95		<b>UCSS credit for 11/1/2012 - 12/31/2012</b>		
96	-2	UCSS for Messaging Products UnityUnity Cxn	\$0.00	\$0.00
97	-3,400	UCSS for Messaging 1 Month 1 User	\$1.00	-\$3,400.00
98	-2	Top level SKU eDelivery UCSS for UCM	\$0.00	\$0.00
99	-3,400	UCSS for UCM User for 1 Month 1 users	\$1.00	-\$3,400.00
100		SubTotal		-\$6,800.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
<b>Pricing valid for 60 days</b>			<b>Subtotal</b>	<b>\$236,548.98</b>

**Applicable taxes and/or freight & handling to be billed upon final invoicing**

Your Smartnet coverage on this existing contract is about to expire or has expired already and needs to be renewed. If you wish to renew, please sign and fax or mail back to Cerium Networks. An order for the contract renewal will be placed and you will receive an invoice on your account.

**City of Spokane**

Authorized Signature

Printed Name:

Title:

Date:



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

01/07/2013

<u>Date Rec'd</u>	12/26/2012
<u>Clerk's File #</u>	OPR 2009-1067
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 3596-09
<u>Requisition #</u>	MASTER CONT

<u>Submitting Dept</u>	MANAGEMENT INFORMATION SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 COPIERS NORTHWEST MASTER 1ST YR EXT (2013)

Agenda Wording

First of two one-year extensions to Master Contract OPR2009-1067 with Copiers Northwest, Inc. (Seattle, WA) for the Purchase, Lease, Rental Service and Management Support for Canon or Sharp Copiers and Hewlett-Packard Printers. Est. annual \$150,000.

Summary (Background)

This contract is based on a response to RFP#3596-09. Staff recommends this extension to the existing master contract with Copiers Northwest, Inc. The intent of this RFP was to provide the Purchasing Department with a Master Contract (to be managed by MIS) from which all City Departments will accrue future copiers or printers, the evaluation team included representation from Legal, Engineering Services, Water Reclamation, Water & Hydroelectric, Police, Fire and Management Information Services Departments. After an extensive evaluation process, Copiers Northwest, Inc. was chosen to supply Canon and Sharp copiers and Hewlett-Packard printers. The evaluation team also decided to purchase Dell printers, under a separate contract. Under this contract departments may purchase, lease or rent copiers or purchase Hewlett-Packard printers. Service and support costs are also covered under this contract.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 150,000.00	# Various Accounts
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Accounting - pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org	
<u>Additional Approvals</u>		Legal - bburns@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Taxes & Licenses	
		Purchasing - cwahl@spokanecity.org	
		MIS – jhamilton@spokancity.org	
		Copiers NW - crockwell@copiersnw.com	





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

01/07/2013

<b>Date Rec'd</b>	12/12/2012
<b>Clerk's File #</b>	OPR 2011-0146
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	3750-10
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT
<b>Contact Name/Phone</b>	DALE ARNOLD 625-7900
<b>Contact E-Mail</b>	DARNOLD@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4320 RENEW POLYMER CONTRACT WITH POLYDYNE

**Agenda Wording**

Extension #1 to contract with Polydyne, Inc. (Riceboro, GA) to supply polymer for sludge thickening and dewatering to Riverside Park Water Reclamation Facility (RPWRF) from 3/1/13-2/28/14. Approx. cost is \$607,448.21, more or less, depending on usage.

**Summary (Background)**

In November/December 2010, polymer testing was conducted at the RPWRF. Vendors were required to test their products to assure product performance and determine dosage rates. 2 vendors had favorable results and submitted bids. Polydyne submitted the low bid and was awarded the original 2 year contract, with 3 possible one-year extensions. RPWRF now wants to accept Polydyne's offer to extend the contract at the bid price of \$2.05 per pound. Renewal approved by Public Work Committee 12/10/2012.

**Fiscal Impact**

Expense	\$ 607,448.21 Including Tax
Select	\$
Select	\$
Select	\$

**Budget Account**

#	4320-43210-35148-53203
#	
#	
#	

**Approvals**

<b>Dept Head</b>	ARNOLD, DALE
<b>Division Director</b>	ROMERO, RICK
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	FEIST, MARLENE

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	PUBLIC WKS 12/10/2012
<b>Distribution List</b>	
pdolan@spokanecity.org	
Tax & Licenses	

**Additional Approvals**

<b>Purchasing</b>	WAHL, CONNIE	JDesRochers@polydyneinc.com
		emasingale@spokanecity.org
		mlesesne@spokanecity.org
		cwahl@spokanecity.org

**Briefing Paper**  
**Utilities**  
**Wastewater Management Department**  
**December 10, 2012**

---

**Subject**

First year renewal of Bid #3750 -10 (lowest cost bid) to Polydyne Inc. to supply approximately 272,000 lbs polymer/yr. at a cost of \$2.05/lb for an annual contract cost of \$558,830 plus sales tax for the period March 1, 2013 to February 28, 2014. Total Cost \$607,448.21.

**Background**

Chemical organic polymer flocculent (polymer) is used in solids thickening and dewatering processes at the Riverside Park Water Reclamation Facility. During 2010, the Wastewater Management Department solicited for bids and received an offer from Polydyne Inc, to supply polymer at a price per pound of \$2.05. This is a one year (no cost increase) renewal scheduled to begin on March 1, 2013 and to end on February 28, 2014. The contract may be extended for three (3) one-year contract periods with the total contract period not to exceed five (5) years.

**Impact**

In order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer to aid in thickening and dewatering solids collected in the treatment process. This contract provides polymer at a competitive cost.

**Action**

The Wastewater Management Department is seeking Council approval to award the contract with Polydyne Inc. Riceboro, Ga., 31323 to supply polymer to the Water Reclamation Facility.

**Funding**

Funding for this purchase is provided in the Wastewater Management Department budget, and revenue is derived from sewer rates.

---

For further information on this subject contact Rick Romero, Division Director Public Works and Utilities Division at 625-6326 [rromero@spokanecity.org](mailto:rromero@spokanecity.org)



---

October 29, 2012

City of Spokane Waste Water Treatment Plant  
ATTN: Mr Tim Pelton  
4401 A.L. White Parkway  
Spokane, WA 99205

Dear Mrs. Masingale:

On behalf of SNF Polydyne I would like to thank you for your continuing business. We are committed to providing your facility with your polymer needs. A contract was entered into between our two organizations starting on March 1, 2011 and ending on February 28, 2013. The contract may be renewed for an additional 3 one-year extensions.

At this time, SNF Polydyne would like to extend the current contract for the first of the three possible extensions. All contract terms will remain the same including the price which is currently \$2.05 per pound.

We value the relationship that our organizations have had throughout the years and we are looking forward to a long-term relationship in the future. Again, thank you for your business.

If you have any questions, please do not hesitate to call me at (360) 931-5566.

Sincerely,

Joe DesRochers  
Technical Sales Representative

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and and POLYDYNE INC., whose address is 1 Chemical Plant Road, Riceboro, Georgia 31323, as "Vendor."

WHEREAS, the parties entered into a contract wherein the Vendor agreed to sell to the City CHEMICAL ORGANIC POLYMER FLOCCULANT; and

WHEREAS, the original contract allowed for THREE (3) additional one (1) year contract periods; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The contract dated February 25, 2011 and March 11, 2011, and any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein
2. EXTENSION. The contract documents are hereby extended and shall run through February 28, 2013.

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

CITY OF SPOKANE

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

Attest:

Approved as to form:

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

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

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

POLYDYNE INC.

E-Mail address, if available:

\_\_\_\_\_

City of Spokane Business License No.

\_\_\_\_\_

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

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

12-311



\* OPR 2011-0146

March 8, 2011

COUNCIL ACTION MEMORANDUM

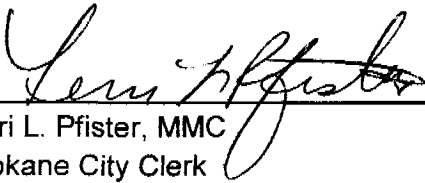
RE: APPROVAL OF MARCH 7, 2011, CONSENT AGENDA ITEMS

During the Spokane City Council 3:30 p.m. Administrative Session held Monday, March 7, 2011, upon consideration of the March 7 Consent Agenda, the following action was taken.

**Upon motion of Council Member Corker, seconded by Council Member Waldref, the City Council unanimously approved the following:**

1. Setting Hearings before the Hearing Examiner on Final Assessment Rolls for April 5, 2011, at:
  - a. 2:30 p.m. for paving of the alley between 12th Avenue and 13th Avenue from Jefferson Street to Madison Street; (PRO 08-34; ENG 2008170)
  - b. 3:30 p.m. for paving of the alley between 12th Avenue and 13th Avenue from Adams Street to Jefferson Street. (Cliff/Cannon Neighborhood) (PRO 08-32; ENG 2008171)
2. Interlocal Agreement with Spokane County District Court for 2011 Mental Health Court judicial services—\$56,000. (OPR 11-141)
3. Recommendations to list the following on the Spokane Register of Historic Places:
  - a. The City Ramp Garage, 430 West First Avenue; (OPR 11-142)
  - b. The William & Anna Kroll House, 1249 South Wall Street. (OPR 11-143)
4. Additional Purchases from Freedom Truck Center (Spokane, WA) of:
  - a. One Dump Body as a replacement unit for the Street Department—\$44,472.58 (including tax); (OPR 09-619; BID 3602-09)
  - b. Three 2011 Freightliner M2-112 Truck Cabs and Chassis for the Fleet Services Department—\$271,005.02 (including tax). (OPR 10-491; BID 3708-10)
5. Purchase from Wingfoot Commercial Tire (Spokane, WA) of 16-inch and 17-inch Goodyear Eagle Ultra Grip GW3 Police Care Tires on an as needed basis using State Contract No. 00108—\$80,000 (including tax). (OPR 11-144)

6. Purchase from Denali Advanced Integration (Redmond, WA) of Tape Library Upgrade to a Quantum i6000 and i500 for DR Site to include three-year maintenance from March 1, 2011 to February 28, 2014—\$180,630 (plus applicable tax and shipping). (OPR 11-145; BID 3769-11)
7. Two-year Contract with Polydyne, Inc. (Riceboro, GA) to supply polymer to the Riverside Park Water Reclamation Facility for sludge thickening and dewatering beginning on or about March 1, 2011—estimated annual cost is \$607,448.21 (including tax). (OPR 11-146; BID 3750-10)
8. Federal Aviation Administration Grant Offer 3-53-0072-46 for Spokane International Airport Runway 21 Line of Sight Project and associated work—\$17,918,658 grant funds. (OPR 11-147)
9. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through February 28, 2011, total \$5,345,163.99 (Warrant Nos. 423392-423704), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,209,771.10. (CPR 11-02)




---

Terri L. Pfister, MMC  
Spokane City Clerk



03/22/11

02/23/2011

 <b>Agenda Sheet for City Council Meeting of*</b> <input type="text" value="03/07/2011"/>		<input checked="" type="checkbox"/> <b>Date Rec'd</b> <small>(Clerk use only)</small> <input type="text" value="02/15/2011"/>
<input checked="" type="checkbox"/> <b>Status: CLERK REVIEW</b>		<input checked="" type="checkbox"/> <b>Clerk's File #</b> <input type="text" value="OPR 2011-0146"/>
<b>Submitting Dept*:</b> <input type="text" value="WASTEWATER MANAGEMENT"/>	<input checked="" type="checkbox"/> <b>Cross Ref #</b> <input type="text"/>	<input checked="" type="checkbox"/> <b>Renews #</b> <input type="text"/>
<b>Contact Name &amp; Phone*:</b> <input type="text" value="DALE ARNOLD"/> <input type="text" value="X7900"/>	<input checked="" type="checkbox"/> <b>Project #</b> <input type="text"/>	<input checked="" type="checkbox"/> <b>Bid #</b> <input type="text" value="3750-10"/>
<input checked="" type="checkbox"/> <b>Contact E-Mail*</b> <input type="text" value="DARNOLD@SPOKANECITY.ORG"/>	<input checked="" type="checkbox"/> <b>Requisition #</b> <input type="text" value="RE15889"/>	
<input checked="" type="checkbox"/> <b>Add'l Docs Attached?</b> <input checked="" type="checkbox"/>	<input type="text" value="Contract Item"/>	
<input checked="" type="checkbox"/> <b>Agenda Item Name:</b> Begin with Dept # <input type="text" value="4320"/> <b>CHEMICAL ORGANIC POLYMER FLOCCULANT (POLYMER)</b>		
<input checked="" type="checkbox"/> <b>Agenda Wording*:</b> <input type="text" value="12"/> character max) <input type="checkbox"/> Additional attached? Contract with Polydyne, Inc. (Riceboro, GA) to supply polymer to the Riverside Park Water Reclamation Facility (RPWRF) for sludge thickening and dewatering. Estimated Annual Cost: \$607,448.21 Including Tax (more or less depending on usage).		
<input checked="" type="checkbox"/> <b>Summary (Background)*:</b> <input type="text" value="5"/> character max.) <input type="checkbox"/> Additional attached? On January 18, 2011, sealed bids were opened to supply RPWRF with Polymer. Two bids were received, with Polydyne submitting the low bid at \$2.05 per pound. This is a 2-year contract to begin approximately March 1, 2011, with options to renew for 3 additional one-year periods. Vendors were required to test their products on sludge at RPWRF before being allowed to bid to ensure their product would work and to determine dosage rates. Approved by the Public Works Committee on February 14, 2011.		
<input checked="" type="checkbox"/> <b>Fiscal Impact</b>		<input type="checkbox"/> <b>Budget Account</b> <input type="checkbox"/> Additional attached?
Expense <input type="text" value="\$ 607,488.21"/>	<input type="text" value="# 4320-43210-35148-53203"/>	
Select <input type="text" value="\$"/>	<input type="text" value="#"/>	
Select <input type="text" value="\$"/>	<input type="text" value="#"/>	
Select <input type="text" value="\$"/>	<input type="text" value="#"/>	
<input checked="" type="checkbox"/> <b>Approvals</b>		<input checked="" type="checkbox"/> <b>Council Notifications (Date)</b>
Dept Head <input type="text" value="ARNOLD, DALE"/>	Study Session <input type="text"/>	
Division Director <input type="text" value="MANDYKE, DAVE"/>	Other <input type="text"/>	
Finance <input type="text" value="LESESNE, MICHELE"/>	<input checked="" type="checkbox"/> <b>Distribution List</b> (Emails preferred) <input type="checkbox"/> Additional?	
Legal <input type="text" value="BURNS, BARBARA"/>	<input type="text" value="Polydyne, Inc."/>	
For the Mayor <input type="text" value="WEBSTER, DOROTHY"/>	<input type="text" value="JDesRochers@polydyneinc.com"/>	
<input checked="" type="checkbox"/> <b>Additional Approvals</b>		<input type="text" value="emasingale@spokanecity.org"/>
Purchasing <input type="text" value="WAHL, CONNIE"/>	<input type="text" value="Taxes &amp; Licenses"/>	
Select Dept 1 <input type="text"/>	<input type="text" value="mlesesne@spokanecity.org"/>	
Select Dept 2 <input type="text"/>	<input type="text" value="Purchasing"/>	
Select Dept 3 <input type="text"/>	<input type="text"/>	

**Briefing Paper**  
**Public Works and Utilities**  
**Wastewater Management**  
**February 14, 2011**

---

**Subject**

Award of Bid #3750 -10 (lowest cost bid) to Polydyne Inc. to supply approximately 272,000 lbs polymer/yr. at a cost of \$2.05/lb for an annual contract cost of \$558,830 plus sales tax for the period March 1, 2011 to February 28, 2013. Total Cost \$607,448.21.

**Background**

Chemical organic polymer flocculent (polymer) is used in solids thickening and dewatering processes at the Riverside Park Water Reclamation Facility. On January 18, 2011, sealed bids were opened to supply the RPWRF with polymer. Vendors were required to test their product to determine dosage amounts and if their product would work prior to the bid. Only qualified vendors were allowed to bid. Two vendors qualified to bid, and two bids were received. Polydyne Inc. submitted the low bid at \$2.05 per pound. Polydyne is the current vendor and has supplied polymer to the City for more than ten years. Polymer costs have increased during recent years due to increasing costs in manufacturing and transportation for this petroleum based product. This is a two year contract tentatively scheduled to begin on or about March 1, 2011 and to end on February 28, 2013. The contract may be extended for three (3) additional one-year periods, with the total contract period not to exceed five (5) years.

**Impact**

In order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer to aid in thickening and dewatering solids collected in the treatment process. This contract provides polymer at a competitive cost.

**Action**

The Wastewater Management Department is seeking Council approval to award the contract to Polydyne Inc., Riceboro, GA., 31323 to supply polymer to the Riverside Park Water Reclamation Facility.

**Funding**

Funding for this purchase is provided in the Wastewater Management Department budget, and revenue is derived from sewer rates.

**CITY OF SPOKANE BID TABULATION**

**BID #3750-10**

**Chemical Organic Polymer Flocculant**

**DUE: 1-18-2011**

COMPANIES SUBMITTING BIDS		3f Chimica Americas (US Polymers) 10930 Dairracott Dr. Aberdeen, MS 39730	Polydyne Inc. 1 Chemical Plant Way Riceboro, GA 31323
		Dosage requirement: 14.23 Unit Price: \$2.68	Dosage requirement: 15.26 Unit Price: \$2.050
		Extension	Extension
Estimated Annual Dry Tons of Sludge Processed: <b>10,000 tons</b>	<b>BFP Sludge: Polymer Requirement for Belt Filter Press. (INCLUDING FEED SYSTEM)</b>	\$381,364.00	\$312,830.00
Estimated Annual Usage in Pounds: <b>120,000 lbs.</b>	<b>GBT Sludge: Polymer Requirement for Gravity Belt Thickener</b>	Unit Price: \$1.80	Unit Price: \$2.050
		\$216,000.00	\$246,000.00
	<b>SUBTOTAL</b>	<b>\$597,364.00</b>	<b>\$558,830.00</b>
	<b>SALES TAX 8.7%</b>	<b>\$51,970.66</b>	<b>\$48,618.21</b>
	<b>TOTAL BID</b>	<b>\$649,334.66</b>	<b>\$607,448.21</b>

OPR 2011-0148

**THIS REQUEST FOR BIDS WAS SENT TO 40 VENDORS WITH 2 BID RESPONSES AND 4 NO BID RESPONSES**

**NOTE: THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. BIDS ARE EVALUATED BASED ON PRICING AND OTHER CRITERIA TO DETERMINE LOW RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.**

RECEIVED

MAR 02 2011

CITY CLERK'S OFFICE  
SPOKANE, WA

PURCHASE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and POLYDYNE INC., whose address is 1 Chemical Plant Road, Riceboro, Georgia 31323, as "Vendor."

The parties agree as follows:

1. GOODS. The Vendor agrees to sell to the City CHEMICAL ORGANIC POLYMER FLOCCULANT, subject to these terms and conditions. Following is a listing of the goods to be purchased:

A. Approximately two hundred seventy two thousand (272,000) pounds of polymer per year at a cost of \$2.05 per pound.

2. CONTRACT DOCUMENTS. This written agreement, the request for bids / proposals other than as expressly excepted to in the Vendor's bid / proposal, and the Vendor's bid / proposal comprise the contract documents, and are intended as the final expression of the parties' understandings. In the event of conflict between the contract documents, the documents control in the order listed above.

3. TERM. The contract shall begin March 1, 2011 and run through February 28, 2013, unless terminated earlier. The contract may be extended for three (3) additional one year contract periods with the total contract period not to exceed five (5) years upon mutual written agreement of both parties.

4. DELIVERY TIME. The Vendor shall provide the initial delivery no later than March 1, 2011, and subsequent deliveries within seven (7) days notice when required by the City and in quantities acceptable to the City. Truck deliveries will be accepted only between 7:30 a.m. and 3:00 p.m., Monday through Friday. If the goods are not delivered within the terms and established delivery time, the City may procure comparable goods from another source and the Vendor will be required to pay any differences in cost.

5. DELIVERY LOCATION. The Vendor shall deliver the goods to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939.

6. COMPENSATION. The City will pay a maximum of FIVE HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$558,830.00) per year for everything furnished and done under this contract. This amount includes all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.

7. PAYMENT. The Vendor shall submit its application(s) for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. Payment will be made within thirty (30) days after receipt of the Vendor's application or receipt and acceptance of goods whichever is later. If the City objects to all or any portion of the invoice, it shall notify the Vendor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

8. TITLE. Title to the goods purchase under this agreement remains with the Vendor until they are delivered at the City's delivery location.

9. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.

10. UNIFORM COMMERCIAL CODE. This agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.

11. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this agreement.

12. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this agreement.

13. WARRANTY. The Vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the Vendor to the City.

14. UNLAWFUL OVERCHARGES. The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to the goods purchased by the City.

15. TERMINATION.

A. Time is of the essence of this agreement.

B. The City reserves the right to cancel this agreement or any portion thereof without penalty in the event ~~in the event~~ that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.

C. The City may also cancel this agreement or any portion thereof without penalty if the Vendor breaches any of the agreement terms.

D. The City may cancel this agreement or any portion thereof without penalty if the Vendor is adjudged a bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempt to make an assignment for the benefit of creditors or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

16. DELEGATION AND ASSIGNMENT. Neither party to this agreement may delegate the performance of any obligation to a third party unless mutually agreed in writing. This agreement cannot be assigned without the written consent of the other party. In the event of an assignment or transfer, the terms of this agreement shall continue to be in full force and effect.

17. INSURANCE. During the term of the agreement, the Vendor shall maintain in force at its own expense, the following types and amounts of insurance:

- A. 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.
- B. 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 owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Vendor or its insurer(s) to the City. As evidence of the insurance coverage's required by this agreement, the Vendor shall furnish an acceptable insurance certificate to the City at the time the Vendor returns the signed agreement.

18. NOTICES. All notices or other communications given under this agreement shall be deemed given on the day the notices or other communications are received when sent by personal delivery; or the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed at the address set forth below, or at other address as the parties shall from time-to-time designate by notice in writing to each other:

CITY: Mayor or designee  
City of Spokane  
Fifth Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

VENDOR: Lawrence D. Grizzle, Business Manager  
Polydyne Inc.  
1 Chemical Plant Road  
Riceboro, Georgia 31323

19. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, demands or suits in law or equity arising from the Vendor's negligence or breach of its obligations under the agreement. The Vendor's duty to indemnify shall not apply to liability caused by the sole negligence of the City. The Vendor's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Vendor, its officers and employees shall apply only to the extent of the negligence of the Vendor, its officers and employees. The Vendor's duty to indemnify shall survive termination of the agreement. This indemnification shall be in addition to the warranty obligations of the Vendor.

The Vendor waives its immunity under Industrial Insurance, Title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

20. COMPLIANCE WITH LAWS. The Vendor warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.

21. 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, 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.

22. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. The Vendor shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070, to obtain a business license, or an exemption status determination.

23. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this agreement shall have or acquire any interest in the agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this agreement.

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

25. SEVERABILITY. In the event any provision of this agreement should become invalid, the rest of the agreement shall remain in full force and effect.

26. AMENDMENTS. This agreement may be amended at any time by mutual written agreement. The amendment shall be executed with the same formalities as this agreement.



Dated: 3/11/11

CITY OF SPOKANE

By: [Signature]  
Title: Thomas E. Danek, Jr.  
City Administrator  
City of Spokane

Attest

Approved as to form:

[Signature]  
City Clerk

[Signature]  
Assistant City Attorney

Dated: 02/25/2011

POLYDYNE INC.



City of Spokane Business License No.  
T10031707BUS

E-Mail address, if available:  
PolyBidDpt@snfhc.com

By: [Signature]  
Title: Lawrence D. Grizzle, Business Manager

11-061



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

2/24/2011

<b>PRODUCER</b> FRENKEL & COMPANY 350 Hudson Street - 4 <sup>th</sup> Floor New York, NY 10014	Phone No. (212)-488-0200 Fax No. (212)-488-0220	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>
<b>INSURED</b> Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: Chartis Specialty Insurance Company	NAIC #
	INSURER B: National Union Fire Insurance Company of Pittsburgh PA	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	
	INSURER H:	

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <input type="checkbox"/> LOC	EG14362834	12/31/2010	12/31/2011	EACH OCCURRENCE DAMAGES TO RENTED PREMISES (Ea Occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA3374332	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EACH ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		<b>OTHER AUTOMOBILE PHYSICAL DAMAGE COMPREHENSIVE &amp; COLLISION</b>	CA3374332	12/21/2010	12/31/2011	\$1,000 DEDUCTIBLE	\$1,000 DEDUCTIBLE

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Spokane is included as Additional Insured under General Liability, Automobile Liability coverage as respects to liability arising out of the operations of the named insured, as their interest may appear, according to the terms as required by contract and subject to the policy terms, conditions and exclusions.

### CERTIFICATE HOLDER

City of Spokane  
Fifth Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

5



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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	OPR 2012-1021
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2010055
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370-NW PLANT-CERTIFIED ARBORIST ON-CALL SERVICES

**Agenda Wording**

Contract with Northwest Plant Health Care, Inc. (Post Falls, ID) for Certified Arborist On-Call Services for an amount not to exceed \$200,000.00 (Various Neighborhood Councils).

**Summary (Background)**

This Consultant Agreement for Certified Arborist On-Call Services is for a term of one year and may be extended for up to two additional one year terms. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

**Fiscal Impact**

Expense	\$ 200,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

# Various
#
#
#

**Approvals**

<b>Dept Head</b>	TAYLOR, MIKE
<b>Division Director</b>	QUINTRALL, JAN
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org
	nphc@northwestplanthealthcare.com

## ON-CALL CERTIFIED ARBORIST CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and NORTHWEST PLANT HEALTH CARE, INC., whose address is P.O. Box 1978, Post Falls, Idaho 83877, as "Contractor."

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and cost necessary for the proper execution and completion of the work described as CERTIFIED ARBORIST ON-CALL SERVICES in accordance with the City's Request for Proposals. Work will be assigned using individual task orders. The Contractor's project manager is Joseph Zubaly.
2. TIME OF PERFORMANCE. The contract shall begin on January 1, 2013 and run through December 31, 2013. The contract may be extended for up to two (2) additional one (1) year) terms, upon mutual agreement of the parties.
3. TERMINATION. Either party may terminate this contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
4. COMPENSATION. The City will pay a maximum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) as full compensation for everything furnished and done under this contract, subject to allowable additions and deductions as provided.
5. TAXES. Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.
6. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department – Construction Management, 1423 North Normandie Street, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the contract price may be retained by the City, in accord with RCW 60.28, as a trust fund for the protection and payment of: the claims of any person arising under the contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

7. INDEMNIFICATION.

- A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this contract or because of any act or omission of the Contractor except as expressly provided.
- B. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.
- C. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. INSURANCE. During the term of the contract, the Contractor shall maintain in force at its own expense, the following insurance coverage:

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

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage required by this contract, the Contractor shall furnish an acceptable insurance certificate to the City at the time it returns the signed contract.

10. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

11. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

12. FEES. Reimbursement for the fees paid by the Contractor for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the City.

13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

14. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

15. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

16. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

18. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

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

20. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This contract shall be construed neither in favor of nor against either party.

21. MODIFICATIONS. The City may modify this contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the contract time and compensation will be adjusted accordingly.

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

CITY OF SPOKANE

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

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

Attest:

Approved as to form:



Assistant City Attorney

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

NORTHWEST PLANT HEALTH CARE,  
INC.

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

City of Spokane Business License No.  
\_\_\_\_\_

Email Address, if available:  
\_\_\_\_\_

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

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

Attachments that are a part of  
this contract:

Payment Bond  
Performance Bond



PAYMENT BOND

We, NORTHWEST PLANT HEALTH CARE, INC., as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for CERTIFIED ARBORIST ON-CALL SERVICES. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

NORTHWEST PLANT HEALTH CARE, INC  
AS PRINCIPAL

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

A valid POWER OF ATTORNEY for the surety's agent must accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON        )  
  ) .ss  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on  
oath stated that he/she was authorized to sign the document and acknowledged it as the  
agent or representative of the named surety company which is authorized to do business  
in the State of Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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

PERFORMANCE BOND

We, NORTHWEST PLANT HEALTH CARE, INC., as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all the work and furnish all materials for CERTIFIED ARBORIST ON-CALL SERVICES. If the principal shall:

- A. promptly and faithfully perform the contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

NORTHWEST PLANT HEALTH CARE, INC  
AS PRINCIPAL

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

\_\_\_\_\_  
AS SURETY

A valid POWER OF ATTORNEY  
for the surety's agent must  
accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON     )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath  
stated that he/she was authorized to sign the document and acknowledged it as the agent  
or representative of the named surety company which is authorized to do business in the  
State of Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_.

Approved as to form:

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



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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	OPR 2012-1022
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2010055
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370-GRACE - CERTIFIED ARBORIST ON-CALL SERVICES

**Agenda Wording**

Contract with Grace Tree Service, Inc. (Hayden, ID) for Certified Arborist On-Call Services for an amount not to exceed \$200,000.00 (Various Neighborhood Councils).

**Summary (Background)**

This Consultant Agreement for Certified Arborist On-Call Services is for a term of one year and may be extended for up to two additional one year terms. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

**Fiscal Impact**

Expense	\$ 200,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TAYLOR, MIKE
<b>Division Director</b>	QUINTRALL, JAN
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

## ON-CALL CERTIFIED ARBORIST CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and GRACE TREE SERVICE, INC., whose address is 1860 West Hayden, Hayden, Idaho 83835, as "Contractor."

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and cost necessary for the proper execution and completion of the work described as CERTIFIED ARBORIST ON-CALL SERVICES in accordance with the City's Request for Proposals. Work will be assigned using individual task orders. The Contractor's project manager is Karen Kastning.
2. TIME OF PERFORMANCE. The contract shall begin on January 1, 2013 and run through December 31, 2013. The contract may be extended for up to two (2) additional one (1) year terms, upon mutual agreement of the parties.
3. TERMINATION. Either party may terminate this contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
4. COMPENSATION. The City will pay a maximum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) as full compensation for everything furnished and done under this contract, subject to allowable additions and deductions as provided.
5. TAXES. Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.
6. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department – Construction Management, 1423 North Normandie Street, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the contract price may be retained by the City, in accord with RCW 60.28, as a trust fund for the protection and payment of: the claims of any person arising under the contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

7. INDEMNIFICATION.

- A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this contract or because of any act or omission of the Contractor except as expressly provided.
- B. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.
- C. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. INSURANCE. During the term of the contract, the Contractor shall maintain in force at its own expense, the following insurance coverage:

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

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage required by this contract, the Contractor shall furnish an acceptable insurance certificate to the City at the time it returns the signed contract.

10. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

11. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

12. FEES. Reimbursement for the fees paid by the Contractor for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the City.

13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.



14. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

15. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

16. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

18. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

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

20. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This contract shall be construed neither in favor of nor against either party.

21. MODIFICATIONS. The City may modify this contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the contract time and compensation will be adjusted accordingly.

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

CITY OF SPOKANE

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

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

Attest:

Approved as to form:



Assistant City Attorney

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

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

GRACE TREE SERVICE, INC.

City of Spokane Business License No.

\_\_\_\_\_  
Email Address, if available:

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

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

Attachments that are a part of  
this contract:

Payment Bond  
Performance Bond

PAYMENT BOND

We, GRACE TREE SERVICE, INC., as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for CERTIFIED ARBORIST ON-CALL SERVICES. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

GRACE TREE SERVICE, INC  
AS PRINCIPAL

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

A valid POWER OF ATTORNEY  
for the surety's agent must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON        )  
  ) .ss  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on  
oath stated that he/she was authorized to sign the document and acknowledged it as the  
agent or representative of the named surety company which is authorized to do business  
in the State of Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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

PERFORMANCE BOND

We, GRACE TREE SERVICE, INC., as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all the work and furnish all materials for CERTIFIED ARBORIST ON-CALL SERVICES. If the principal shall:

- A. promptly and faithfully perform the contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

NORTHWEST PLANT HEALTH CARE, INC  
AS PRINCIPAL

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

\_\_\_\_\_  
AS SURETY

A valid POWER OF ATTORNEY for the surety's agent must accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON     )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath  
stated that he/she was authorized to sign the document and acknowledged it as the agent  
or representative of the named surety company which is authorized to do business in the  
State of Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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



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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	OPR 2012-1023
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2010055
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370-SENSKE - CERTIFIED ARBORIST ON-CALL SERVICES

**Agenda Wording**

Contract with Senske Lawn and Tree Care (Spokane Valley, WA) for Certified Arborist On-Call Services for an amount not to exceed \$200,000.00 (Various Neighborhood Councils).

**Summary (Background)**

This Consultant Agreement for Certified Arborist On-Call Services is for a term of one year and may be extended for up to two additional one year terms. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

**Fiscal Impact**

Expense	\$ 200,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TAYLOR, MIKE
<b>Division Director</b>	QUINTRALL, JAN
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

## ON-CALL CERTIFIED ARBORIST CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SENSKE LAWN AND TREE CARE, whose address is 7115 East Cataldo Avenue, Spokane Valley, Washington 99212, as "Contractor."

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and cost necessary for the proper execution and completion of the work described as CERTIFIED ARBORIST ON-CALL SERVICES in accordance with the City's Request for Proposals. Work will be assigned using individual task orders. The Contractor's project manager is Doug Warner.
2. TIME OF PERFORMANCE. The contract shall begin on January 1, 2013 and run through December 31, 2013. The contract may be extended for up to two (2) additional one (1) year terms, upon mutual agreement of the parties.
3. TERMINATION. Either party may terminate this contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
4. COMPENSATION. The City will pay a maximum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) as full compensation for everything furnished and done under this contract, subject to allowable additions and deductions as provided.
5. TAXES. Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.
6. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department – Construction Management, 1423 North Normandie Street, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the contract price may be retained by the City, in accord with RCW 60.28, as a trust fund for the protection and payment of: the claims of any person arising under the contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.



7. INDEMNIFICATION.

- A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this contract or because of any act or omission of the Contractor except as expressly provided.
- B. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.
- C. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. INSURANCE. During the term of the contract, the Contractor shall maintain in force at its own expense, the following insurance coverage:

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

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage required by this contract, the Contractor shall furnish an acceptable insurance certificate to the City at the time it returns the signed contract.

10. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

11. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

12. FEES. Reimbursement for the fees paid by the Contractor for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the City.

13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

14. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

15. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

16. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

18. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

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

20. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This contract shall be construed neither in favor of nor against either party.

21. MODIFICATIONS. The City may modify this contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the contract time and compensation will be adjusted accordingly.

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

CITY OF SPOKANE

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

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

Attest:

Approved as to form:



Assistant City Attorney

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

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

SENSKE LAWN AND TREE CARE

City of Spokane Business License No.  
\_\_\_\_\_

Email Address, if available:  
\_\_\_\_\_

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

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

Attachments that are a part of  
this contract:

Payment Bond  
Performance Bond

PAYMENT BOND

We, SENSKE LAWN AND TREE CARE, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for CERTIFIED ARBORIST ON-CALL SERVICES. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

SENSKE LAWN AND TREE CARE  
AS PRINCIPAL

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

A valid POWER OF ATTORNEY for the surety's agent must accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON        )  
  )  
County of \_\_\_\_\_) .ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on  
oath stated that he/she was authorized to sign the document and acknowledged it as the  
agent or representative of the named surety company which is authorized to do business  
in the State of Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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

PERFORMANCE BOND

We, SENSKE LAWN AND TREE CARE NORTHWEST PLANT HEALTH CARE, INC., as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all the work and furnish all materials for CERTIFIED ARBORIST ON-CALL SERVICES. If the principal shall:

- A. promptly and faithfully perform the contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

SENSKE LAWN AND TREE CARE,  
AS PRINCIPAL

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

\_\_\_\_\_  
AS SURETY

A valid POWER OF ATTORNEY  
for the surety's agent must  
accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON        )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath  
stated that he/she was authorized to sign the document and acknowledged it as the agent  
or representative of the named surety company which is authorized to do business in the  
State of Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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





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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	OPR 2012-1024
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2005042
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370-BUDINGER - GEOTECHNICAL DESIGN ON-CALL SERVICES

**Agenda Wording**

Consultant Agreement with Budinger & Associates (Spokane, WA) for Geotechnical Design Support On-Call Services for an amount not to exceed \$350,000.00 (Various Neighborhood Councils).

**Summary (Background)**

This Consultant Agreement for Geotechnical and Environmental On-Call Services is for a period of two years with a third-year option. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

**Fiscal Impact**

Expense	\$ 350,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TAYLOR, MIKE
<b>Division Director</b>	QUINTRALL, JAN
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org
	jfinnegan@budingerinc.com

**Additional Approvals**

<b>Purchasing</b>	

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone <b>BUDINGER &amp; ASSOCIATES</b> 1101 North Fancher Road Spokane Valley, Washington 99212						
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	Project Title And Work Description <b>GEOTECHNICAL AND ENVIRONMENTAL ON-CALL SERVICES</b>						
Federal Aid Number _____							
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method _____ <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>							
DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %							
Federal ID Number or Social Security Number _____							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;">           Do you require a 1099 for IRS?  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No         </td> <td style="width:50%; vertical-align: top;">           Completion Date            December 31, 2014         </td> </tr> </table>		Do you require a 1099 for IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Completion Date December 31, 2014				
Do you require a 1099 for IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Completion Date December 31, 2014						
<table style="width:100%;"> <tr> <td style="width:70%;">Total Amount Authorized \$</td> <td style="text-align: right;">350,000.00</td> </tr> <tr> <td>Management Reserve Fund \$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Maximum Amount Payable \$</td> <td style="text-align: right;">350,000.00</td> </tr> </table>		Total Amount Authorized \$	350,000.00	Management Reserve Fund \$	_____	Maximum Amount Payable \$	350,000.00
Total Amount Authorized \$	350,000.00						
Management Reserve Fund \$	_____						
Maximum Amount Payable \$	350,000.00						

**Index of Exhibits (Check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Exhibit A-1 Scope of Work<br><input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement<br><input type="checkbox"/> Exhibit B-1 DBE Utilization Certification<br><input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data<br><input type="checkbox"/> Exhibit D-1 Payment - Lump Sum<br><input type="checkbox"/> Exhibit D-2 Payment - Cost Plus<br><input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate<br><input type="checkbox"/> Exhibit D-4 Payment - Provisional<br><input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit<br><input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates<br><input checked="" type="checkbox"/> Exhibit F Overhead Cost<br><input type="checkbox"/> Exhibit G Subcontracted Work<br><input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates<br><input type="checkbox"/> Exhibit G-3 Sub Overhead Cost<br><input checked="" type="checkbox"/> Exhibit H Title VI Assurances<br><input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement<br><input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures<br><input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures<br><input type="checkbox"/> Exhibit L Liability Insurance Increase<br><input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification<br><input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification<br><input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary<br><input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification<br><input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification<br><input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|---|---|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Local Agency of \_\_\_\_\_ CITY OF SPOKANE \_\_\_\_\_, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

**I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**III General Requirements**

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

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

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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

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

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

### **X Changes of Work**

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

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

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

#### **XIX Execution and Acceptance**

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



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

By \_\_\_\_\_ By \_\_\_\_\_

Consultant BUDINGER & ASSOCIATES Agency CITY OF SPOKANE

**Exhibit A-2**  
**Scope of Work**  
**(Task Order Agreement)**

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_
- E. \_\_\_\_\_
- F. \_\_\_\_\_

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

## **Exhibit D-3 Payment (Negotiated Hourly Rate)**

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
  
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
  
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

**Exhibit E-2**  
**Consultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**

Budinger & Associates, Inc.

Discipline or Job Title	Hourly Rate *	Overhead @ 1.5043 %	Profit @ .35 %	Rate Per Hour
Principal Engineer & Geologist	48.46	72.90	16.96	138.32
Principal Engineer	48.46	72.90	16.96	138.32
Mgr & Senior Quality Technician	32.71	49.21	11.45	93.36
Professional Geologist	31.50	47.39	11.03	89.91
Professional Engineer	28.88	43.44	10.11	82.43
Quality Professional	23.63	35.55	8.27	67.45
Exploration Professional	23.63	35.55	8.27	67.45
Senior Quality Technician	23.10	34.75	8.09	65.93
Quality / Exploration Technician	17.85	26.85	6.25	50.95
Quality Technician	16.80	25.27	5.88	47.95
Administrative Professional	22.00	33.09	7.70	62.79
Administrator	18.38	27.65	6.43	52.46
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00

\* Rates shown include 5% escalation. Rates billed will be based on actual payroll rates.



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

## Exhibit F

**Budinger Overhead Cost (page 1 of 6)**  
**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

September 26, 2012

360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

Marcy Burchett, Bookkeeper  
Budinger & Associates Inc.  
1101 North Fancher Road  
Spokane Valley, WA 99212-1275

Re: Budinger & Associates Inc., Overhead Schedule  
Fiscal Year End December 31, 2011

Dear Ms. Burchett:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Budinger & Associates Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Budinger & Associates Inc. accounting system, and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Budinger & Associates Inc. overhead rate for fiscal year ending 2011, at 143.68% (rate includes Facilities Cost of Capital) of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit **either** your internally prepared *Compensation Analysis* for our review, or use the *National Compensation Matrix* (NCM) format to prepare your alternate analysis and we will review that. The NCM is a tool that establishes compensation amounts presumed reasonable for certain executive positions. The *Compensation Analysis* and NCM are described further in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis*, or alternative analysis based on use of the NCM, in order to complete our review of your overhead schedule.

Ms. Burchett  
September 26, 2012  
Page 2

Exhibit F  
Budinger Overhead Cost (page 2 of 6)

If you, or any representative of Budinger & Associates Inc. have any questions, please contact Martha Roach, Jeri Sivertson or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosures

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File

Exhibit F; Budinger Overhead Cost; (page 3 of 6)

Overhead Schedule  
Fiscal Year Ended December 31, 2011

Financial Statement Amount	Budinger Adj.	WSDOT Adj.	Ref.	Proposed Company Wide	%	ALLOCATIONS			Percent to Lab
						Engineering Services	Laboratory Allocation	Proposed Engineering Services	
<b>Direct Project costs:</b>									
Labor	\$ 872,152		S,T,U	\$ 971,582	100.00%	\$ 751,184	\$ 220,398	R	
Subcontractors	275,891	(275,891)	A	0	0.00%	0	0		
Direct Project Costs	282,862	(282,862)	A	0	0.00%	0	0		
<b>Fringe Benefits:</b>									
Vacation & Holiday	\$ 45,354		T	\$ 50,476	5.20%	\$ 42,928	\$ 7,548	R	
Payroll taxes	160,393			160,393	16.51%	121,918	38,475	R	
Health Insurance	103,775			103,775	10.68%	84,058	19,717	R	
Workman's Compensation	32,087			32,087	3.30%	27,635	4,452	R	
Retirement Plan	57,408			57,408	5.91%	44,385	13,023	R	22.68%
Bonuses	117,852			117,852	12.13%	108,043	9,809	R	
Fringe Benefit Adjustment		(3,065)	B,T	(3,074)	-0.32%	(2,377)	(697)		22.68%
<b>Total Fringe Benefits</b>	<b>\$ 516,869</b>	<b>\$ (3,065)</b>		<b>\$ 518,917</b>	<b>53.41%</b>	<b>\$ 426,590</b>	<b>\$ 92,327</b>		
<b>General Overhead:</b>									
Indirect Lbr, not B&P	\$ 296,847	\$ (23,206)	C,D,E,U,T	\$ 306,562	31.55%	\$ 248,456	\$ 58,106	R	
Indirect Lbr, B&P	29,182		T	38,434	3.96%	38,434	0	R	
Overtime Premium	64,825		S	9,724	1.00%	7,518	2,206	R	22.68%
Safety and Morale	11,640			11,640	1.20%	10,825	815	R	
Maintenance	101,617	(68,521)	F,G	33,096	3.41%	20,450	12,646	R	
Utilities	16,020			16,020	1.65%	12,386	3,634	R	22.68%
Small Tools	24,910			24,910	2.56%	21,899	3,011	R	
Travel, Indirect	2,173			2,173	0.22%	1,732	441	R	
Vehicles	148,318	(118,214)	H,I,J	30,104	3.10%	26,245	3,859	R	
Advertising	13,974	(13,974)	K	0	0.00%	0	0		
Bad Debts	10,753	(10,753)	K	0	0.00%	0	0		
Bank Service Fees	5,507			5,507	0.57%	4,258	1,249	R	22.68%
Business Taxes	72,465			72,465	7.46%	56,027	16,438	R	22.68%
Communications	26,755			26,755	2.75%	23,480	3,275	R	
Depreciation	80,991	(27,301)	L	53,690	5.53%	41,511	12,179	R	22.68%
Donations, Lobbying, Fines	5,826	(5,826)	K	0	0.00%	0	0		
Insurance	62,003	(15,859)	M,N	46,144	4.75%	35,676	10,468	R	22.68%
Interest	16,255	(16,255)	K	0	0.00%	0	0		
Meals and Entertainment	16,505	(16,505)	K	0	0.00%	0	0		
Office Supplies	20,689	(325)	O	20,364	2.10%	15,745	4,619	R	22.68%
Professional Fees	12,933	(795)	P	12,138	1.25%	9,385	2,753	R	22.68%
Education and Certification	36,442			36,442	3.75%	28,175	8,267	R	22.68%



**Overhead Schedule  
Fiscal Year Ended December 31, 2011**

Financial Statement Amount	Budinger Adj.	WSDOT Adj.	Ref.	ALLOCATIONS			
				Proposed Company Wide	Proposed Engineering Services	Laboratory Allocation	Percent to Lab
Licenses				2,781	2,150	631	22.68%
Memberships and Publications				12,447	9,623	2,824	22.68%
Rent	(4,163)	(575)	Q	108,262	83,703	24,559	22.68%
<b>Total General Overhead</b>	<b>\$ (321,697)</b>	<b>\$ (13,503)</b>		<b>\$ 869,658</b>	<b>\$ 697,678</b>	<b>\$ 171,980</b>	
<b>Total Overhead Costs</b>	<b>\$ (324,762)</b>	<b>\$ (8,381)</b>		<b>\$ 1,388,575</b>	<b>\$ 1,124,269</b>	<b>\$ 264,306</b>	
<b>Overhead rate Less FCC</b>	<b>197.41%</b>	<b>160.17%</b>		<b>142.92%</b>			
Facilities Cost of Capital				\$ 7,434	\$ 5,748	\$ 1,686	22.68%
<b>Overhead Rate (Includes FCC)</b>				<b>\$ 1,396,009</b>	<b>\$ 1,130,016</b>	<b>\$ 265,993</b>	
				<b>143.68%</b>	<b>150.43%</b>	<b>120.69%</b>	

**Budinger & Associates reviewed and accepted 9/23/12 MJP  
"Overhead Rate still subject to WSDOT Audit"**

**References**

- Budinger Adjustments:**
- A Direct project costs
  - B Unallowable Fringe: Indirect Lbr 326,029/1br 1,198,181=27%. 27% X total fringe 516,869 = 139,555. Unallowable fringe (7,160 /326,029) X 139,555 = \$3,065.
  - C Uncompensated overtime per Salary Variance Method Standard Rate Example (AASHTO 2010 Table 5-1) \$6,853
  - D Promotional marketing labor \$7,160
  - E Personal use of corporate auto: 9,193
  - F Consumable Drill Tooling included in billing rates: 30,296
  - G Maintenance and repairs on billable equipment: 38,224
  - H Direct Fuel Cost \$100,037
  - I Exploration vehicles - repairs & maint included in billing rates \$10,339.64
  - J Mileage reimbursements for direct miles: 7,837.63
  - K Unallowable
  - L Budinger removed 79.03% of vehicle account. This ratio is applied to depreciation on vehicles: 34,545 X .7903 = 27,301
  - M Key man life insurance: 2,329
  - N Budinger removed 79.03% of vehicle account. This ratio is applied to insurance on vehicles: 17,120 X .7903 = 13,530
  - O Cost of company holiday party: 325
  - P Fee for preparation of SJS Land Company LLC tax return: 795
  - Q Common control rent adjustment: \$4,163
  - R Laboratory costs specifically identified

**Overhead Schedule  
Fiscal Year Ended December 31, 2011**

Financial Statement Amount	Budinger Adj.	WSDOT Adj.	Ref.	Proposed Company Wide %	ALLOCATIONS		
					Proposed Engineering Services	Laboratory Allocation	Percent to Lab

**WSDOT Adjustments**

- S Direct portion of Overtime premium (85% of Premium) reclassified to direct labor 48 CFR 31.202,
- T Partners draw are compensation and should be included into labor compensation, Amounts per spread sheet provided by Budinger. 48 CFR 31.206
- U Uncompensated Overtimes associated with cost pool added, Firm removed payroll variance but did not add back in the uncompensated Overtime to the cost pools. Direct Labor \$2,384 and Indirect Labor \$4,469, 48 CFR 31.202

**Budinger Notes**

Column "N" Percent to Lab is calculated as Lab direct labor cost 220,398, divided by Total direct labor cost 872,152, in accordance with AASHTO 2010 Chapter 5.2 "Field Office Indirect Costs", Table 5-3 *Computation of Field Office Direct Labor Rate*.

### Certification of Final Indirect Costs

Firm Name: Budinger & Associates, Inc.

Indirect Cost Rate Proposal: 170.69% for Engineering Services; 132.79% for Laboratory Services

Date of Proposal Preparation (mm/dd/yyyy): August 01, 2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2011 to 12/31/2011

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief.*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature:  \_\_\_\_\_

Name of Certifying Official\* (Print): John E. Finnegan

Title: Principal Owner

Date of Certification (mm/dd/yyyy): 08/01/2012

\*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:  
<http://www.fhwa.dot.gov/leasreqs/directives/orders/44701a.htm>

## **Exhibit H**

### **Title VI Assurances**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
  
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
  
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
  
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

#### Step 4 – Attempt to Resolve Alleged Design Error with Consultant

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. \_\_\_\_\_

Local Agency \_\_\_\_\_

I hereby certify that I am \_\_\_\_\_ and duly authorized representative of the firm of BUDINGER & ASSOCIATES whose address is \_\_\_\_\_ and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of CITY OF SPOKANE, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): BUDINGER & ASSOCIATES

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

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

- 1.No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- 2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Consultant (Firm): BUDINGER & ASSOCIATES

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm BUDINGER & ASSOCIATES

Name BUDINGER & ASSOCIATES

Title \_\_\_\_\_

Date of Execution\*\*\* \_\_\_\_\_

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	OPR 2012-1025
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2005042
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370-GEOENGINEERS - GEOTECHNICAL DESIGN ON-CALL SEVICES

**Agenda Wording**

Consultant Agreement with Geoenegners, Inc. (Spokane, WA) for Geotechnical Design Support On-Call Services for an amount not to exceed \$350,000.00 (Various Neighborhood Councils).

**Summary (Background)**

This Consultant Agreement for Geotechnical and Environmental On-Call Services is for a period of two years with a third-year option. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

**Fiscal Impact**

Expense	\$ 350,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TAYLOR, MIKE
<b>Division Director</b>	QUINTRALL, JAN
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org
	jharakas@geoengineers.com

<b>Local Agency Standard Consultant Agreement</b>	Consultant/Address/Telephone GEOENGINEERS INC. 523 East Second Avenue Spokane, Washington 99202	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	Project Title And Work Description GEOTECHNICAL AND ENVIRONMENTAL ON-CALL SERVICES	
Federal Aid Number _____		
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number _____	Do you require a 1099 for IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Completion Date December 31, 2014
	Total Amount Authorized \$ _____	350,000.00
	Management Reserve Fund \$ _____	
	Maximum Amount Payable \$ _____	350,000.00

**Index of Exhibits (Check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Exhibit A-1 Scope of Work<br><input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement<br><input type="checkbox"/> Exhibit B-1 DBE Utilization Certification<br><input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data<br><input type="checkbox"/> Exhibit D-1 Payment - Lump Sum<br><input type="checkbox"/> Exhibit D-2 Payment - Cost Plus<br><input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate<br><input type="checkbox"/> Exhibit D-4 Payment - Provisional<br><input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit<br><input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates<br><input checked="" type="checkbox"/> Exhibit F Overhead Cost<br><input type="checkbox"/> Exhibit G Subcontracted Work<br><input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates<br><input type="checkbox"/> Exhibit G-3 Sub Overhead Cost<br><input checked="" type="checkbox"/> Exhibit H Title VI Assurances<br><input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement<br><input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures<br><input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures<br><input type="checkbox"/> Exhibit L Liability Insurance Increase<br><input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification<br><input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification<br><input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary<br><input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification<br><input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification<br><input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|---|---|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 between the Local Agency of \_\_\_\_\_ CITY OF SPOKANE \_\_\_\_\_, Washington, hereinafter called the "AGENCY",  
 and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

**I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**III General Requirements**

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

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

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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

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

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a



third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

### **X Changes of Work**

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

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

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

#### **XIX Execution and Acceptance**

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

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

By \_\_\_\_\_ By \_\_\_\_\_

Consultant GEOENGINEERS INC. Agency CITY OF SPOKANE

**Exhibit A-2  
Scope of Work  
(Task Order Agreement)**

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_
- E. \_\_\_\_\_
- F. \_\_\_\_\_

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

## **Exhibit D-3**

### **Payment (Negotiated Hourly Rate)**

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
  
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
  
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."



4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**Exhibit E-2**  
**Consultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**

Discipline or Job Title	Hourly Rate	Overhead @ 2.2364 %	Profit @ .30 %	Rate Per Hour
Senior Principal	78.23	174.95	23.47	276.65
Principal	66.83	149.46	20.05	236.34
Associate	44.57	99.68	13.37	157.62
Senior Engineer	40.06	89.59	12.02	141.67
Project Engineer	32.22	72.06	9.67	113.94
Staff Engineer/Scientist3	27.89	62.37	8.37	98.63
Staff Engineer/Scientist 2	26.21	58.62	7.86	92.69
Staff Engineer/Scientist 1	24.64	55.10	7.39	87.14
Lead Technician	22.06	49.33	6.62	78.01
Technician	14.91	33.34	4.47	52.73
Administrator 3	25.58	57.21	7.67	90.46
Administrator 2	22.10	49.42	6.63	78.15
Administrator 1	18.50	41.37	5.55	65.42
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

November 9, 2011

**GeoEngineers**

NOV 14 2011

Karen Mercier, CFO  
GeoEngineers, Inc.  
8410 154<sup>th</sup> Ave NE  
Redmond, WA 98052-3800

Routing  .....  .....   
File  .....  .....

RE: GeoEngineers, Inc. Overhead Schedules  
Fiscal Year End December 31, 2010

Dear Ms. Mercier:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by GeoEngineers.

The schedule was audited by Clark Nuber for compliance with Part 31 of the Federal Acquisition Regulations (FAR).

The reviewed data included, but was not limited to: the schedule of the indirect cost rate, a description of the company and their accounting system, and the basis for GeoEngineer's accounting and indirect costs.

Based on our review, we are issuing this letter of concurrence establishing GeoEngineer's overhead rate for the year ended December 31, 2010, at 223.64% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Please remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Ms. Mercier  
November 9, 2011  
Page 2

If you, or any representatives of GeoEngineers have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File

GEOENGINEERS, INC.  
FOR YEAR ENDED DECEMBER 31, 2010

**Exhibit F**  
**Breakdown of Overhead Cost**

<b>Account Title</b>	<b>\$ Beginning Total</b>	<b>% of Direct Labor</b>
Direct Labor	10,264,446.00	100.00%
Overhead Expenses:		
FICA	1,465,988.00	14.28%
Unemployment	Included in FICA	
Health/Accident Insurance	2,333,218.00	22.73%
Medical Aid & Industrial Insurance	117,379.00	1.14%
Holiday/Vacation/Sick Leave	2,625,060.00	25.57%
Commission/Bonus/Pension	724,206.00	7.06%
<b>Total Fringe Benefits</b>	<b>7,265,851.00</b>	<b>70.79%</b>
General Overhead:		
State B&O Taxes	480,993.00	4.69%
Insurance	718,680.00	7.00%
Administration & Time Not Assignable	7,459,100.00	72.67%
Printing, Stationery & Supplies	251,000.00	2.45%
Professional Services	325,411.00	3.17%
Travel Not Assignable	340,108.00	3.31%
Telephone & Telegraph Not Assignable	414,111.00	4.03%
Fees, Dues & Professional Meetings	283,381.00	2.76%
Utilities & Maintenance	216,112.00	2.11%
Professional Development	Included in Fees, Dues, and Prof. Mtgs	
Rent	2,490,846.00	24.27%
Equipment Support	489,318.00	4.77%
Office, Miscellaneous & Postage	2,220,159.00	21.63%
<b>Total General Overhead</b>	<b>15,689,219.00</b>	<b>152.85%</b>
<b>Total Overhead (General + Fringe)</b>	<b>22,955,070.00</b>	<b>223.64%</b>
<b>Overhead Rate (Total Overhead / Direct Labor)</b>	<b>223.64%</b>	

**GeoEngineers, Inc.**  
**Overhead Schedule**  
**For the Year Ended December 31, 2010**

Description	Financial Statement Amount	Geo Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
<b>Direct Labor</b>	<u>\$10,264,446</u>				<u>\$10,264,446</u>	100.00%
<b>Fringe Benefits:</b>						
Payroll Taxes	\$1,753,277	(\$287,289)		A,B	\$1,465,988	14.28%
Group Insurance	\$2,333,218				\$2,333,218	22.73%
Worker's Comp.	\$117,379				\$117,379	1.14%
Vacation, Hol., Sick	\$2,625,060				\$2,625,060	25.57%
Profit Sharing and 401(k)	\$469,587				\$469,587	4.57%
Bonuses and Severance	\$745,182	(\$490,563)		C	\$254,619	2.48%
<b>Total Fringe Benefits</b>	<u>\$8,043,703</u>	<u>(\$777,852)</u>	<u>\$0</u>		<u>\$7,265,851</u>	<u>70.79%</u>
<b>General Overhead:</b>						
Non-billable Labor	\$4,439,820	(\$682,622)		A,B,P	\$3,757,198	36.60%
B&P Labor	\$1,081,030				\$1,081,030	10.53%
Marketing Labor	\$2,921,825	(\$300,953)			\$2,620,872	25.53%
Office Rent and Maint.	\$2,742,358	(\$101,400)	\$66,000	D,1	\$2,706,958	26.37%
Telecommunications	\$414,208	(\$97)		B	\$414,111	4.03%
Bus. Taxes & Other than Fed.	\$595,373	\$9,973		E	\$605,346	5.90%
Stationary and Supplies	\$253,089	(\$34,241)	\$32,152	B,F,Z	\$251,000	2.45%
Administrative Travel	\$469,740	\$8,725	(\$138,357)	B,G,S,V	\$340,108	3.31%
Prof. Dues, Meetings & Proposals	\$362,172	(\$47,237)	(\$31,554)	B,T	\$283,381	2.76%
Depreciation	\$777,586	\$2,919		H	\$780,505	7.60%
Equipment rental & Maint.	\$489,318				\$489,318	4.77%
Bad Debt	\$38,827	(\$38,827)		I	\$0	0.00%
Professional Consultants	\$364,850	(\$46,913)	\$7,474	J,P,U,X	\$325,411	3.17%
Bus. Dev./Mktg/Proposal	\$456,087	(\$355,516)		B	\$100,571	0.98%
Field & Lab supplies	\$102,409				\$102,409	1.00%
Insurance	\$694,953	(\$42,897)		K	\$652,056	6.35%
Computer Maintenance & Soft.	\$968,253				\$968,253	9.43%
Recruiting & Relocation	\$252,035	(\$127,605)	\$13,734	F,R,W,Y	\$138,164	1.35%
Amortization of Goodwill	\$255,127	(\$255,127)		L	\$0	0.00%
Contributions	\$21,513	(\$21,513)		M	\$0	0.00%
Fines/Penalties/Unallowable	\$6,022	(\$6,022)		N	\$0	0.00%
Computer tech. offset	(\$1,100,890)	\$1,100,890		O	\$0	0.00%
<b>Total General Overhead</b>	<u>\$16,605,705</u>	<u>(\$938,463)</u>	<u>(\$50,551)</u>		<u>\$15,616,691</u>	<u>152.14%</u>
<b>Total Overhead Costs</b>	<u>\$24,649,408</u>	<u>(\$1,716,315)</u>	<u>(\$50,551)</u>		<u>\$22,882,542</u>	<u>222.93%</u>
<b>Overhead Rate (Less FCC)</b>	240.14%	223.42%			<u><b>222.93%</b></u>	
Facilities Cost of Capital		\$72,527		Q	\$72,527	0.71%
<b>Overhead Rate (Includes FCC)</b>					<u><b>\$22,955,069</b></u>	
					<u><b>223.64%</b></u>	

*Note: Amounts for Adjustments S, T, V, W, X, Y, Z and 1 provided by David James of Clark Nuber due to additional testing of specific accts. in the GeoEngineers 2010 Overhead Schedule.*

**GeoEngineers, Inc.  
Overhead Schedule  
For the Year Ended December 31, 2010**

Description	Financial Statement Amount	Geo Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
-------------	----------------------------------	----------	---------------	------	--------------------	---

*GeoEngineers, Inc. - Reviewed & Accepted 11/8/2011 NM  
"Overhead Rate still subject to WSDOT Audit"*

**References**

**GeoEngineers Adjustments:**

*GeoEngineers 2010 Overhead Audited by Clark Nuber*

- A Fringe benefits and labor unallowable per 48 CFR 31.201-3.
- B Marketing activities unallowable per 48 CFR 31.205-1, 31.205-14, 31.205-38 and 31.205-41.
- C Signing and year end bonuses unallowable per 48 CFR 31.205-6(f).
- D Common control adj. per 48 CFR 31.205-36(b)(3), Rent offset by rent from sublease revenue per 48 CFR 31.201-5.
- E State income taxes unallowable per 48 CFR 31.205-41.
- F Local Meals and kitchen supplies unallowable per 48 CFR 31.205-14.
- G Allowable mileage costs per 48 CFR 31.205-46.
- H Loss on sale of equipment unallowable per 48 CFR 31.205-16(c).
- I Bad debts unallowable per 48 CFR 31.205-3.
- J Federal Income tax preparation & Disallowed Legal (Claims and M&A activity) unallowable per 48 CFR 31.205-41(b)(1), 31.201-6(a), 31.205-47(f)(5)(a). Merger expenses unallowable per 48 CFR 31.205-27(a).
- K Keyman insurance expense unallowable per 48 CFR 31.205-19(e)(2)(v).
- L Goodwill and intangible asset amortization unallowable per 48 CFR 31.2052-11 and 31.205-49.
- M Contributions unallowable per 48 CFR 31.205-8.
- N Penalties unallowable per 48 CFR 31.205-15(a).
- O Computer technology costs allowable per 48 CFR 31.203(d).
- P Acquisition and organization costs unallowable per 48 CFR 31.205-27(a).
- Q Cost of money adjustment per 48 CFR 31.205-10(a).

**WSDOT Adjustments:**

- R \$1,951.45 in relocation costs for employee who left the firm in less than one year unallowable per 48 CFR 31.205-35.
- S Vehicle costs in the amount of \$54,843.97 unallowable per 48 CFR 31.201-4 and 31.201-2.
- T Business Development memberships in the amount of \$30,683.88, professional memberships in the amount of \$870 unallowable per 48 CFR 31.205-14, 31.205-1(f) and 31.201-4.
- U \$12,116 in legal costs related to collections unallowable per 48 CFR 31.205-3.
- V Travel costs in the amount of \$83,513.08 unallowable per 48 CFR 31.205-46, 31.201-4, 31.201-2, 31.205-14, 31.205-43(a) and the 2010 AASHTO Audit Guide, Section 8.26. *Extrapolation rate applied to remaining balance by Clark Nuber per testing results.*
- W Donations to Universities in the amount of \$10,000 unallowable per 48 CFR 31.205-8.
- X Costs for Federal and State Income Tax Prep Fees in the amount of \$19,590 added back into the overhead schedule. *Individual WSDOT policies prohibiting these costs in the overhead schedule no longer in effect.*
- Y Allowable portions for employee health club reimbursements and employee service awards in the amount of \$25,685.01 added back into the schedule per 48 CFR 31.205-13.
- Z \$32,151.81 for allowable amounts of office water and coffee for offices added back into the schedule per 48 CFR 31.205-13.
- 1 Office rent in the amount of \$66,000 previously excluded per common control but no longer applicable added back into the schedule.

## Exhibit H

### Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
  
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
  
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
  
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part



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

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

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

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

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

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

### Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. \_\_\_\_\_

Local Agency \_\_\_\_\_

I hereby certify that I am \_\_\_\_\_ and duly authorized representative of the firm of GEOENGINEERS INC. whose address is \_\_\_\_\_ and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of CITY OF SPOKANE, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): GEOENGINEERS INC.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Consultant (Firm): GEOENGINEERS INC.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm GEOENGINEERS INC.

Name GEOENGINEERS INC.

Title \_\_\_\_\_

Date of Execution\*\*\* \_\_\_\_\_

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	OPR 2012-1026
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2009117
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370-SPVV - LANDSCAPE ARCHITECT DESIGN ON CALL SERVICES

**Agenda Wording**

Consultant Agreement with Sherry Pratt Van Voorhis Landscape Architects (Spokane, WA) for On-Call Landscape Architect Design Services for an amount not to exceed \$250,000.00 (Various Neighborhood Councils).

**Summary (Background)**

This Consultant Agreement for On-Call Landscape Architect Design Services will run through December 31, 2014 with a one-year renewal option. Task assignments will be prepared under this Agreement and scoped for individual project needs. Funding will be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

**Fiscal Impact**

Expense	\$ 250,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TAYLOR, MIKE
<b>Division Director</b>	QUINTRALL, JAN
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org
	kvan@spvv.com

<b>Local Agency Standard Consultant Agreement</b>	Consultant/Address/Telephone SPVV LANDSCAPE ARCHITECTS 621 West Mallon Avenue, Suite 306 Spokane, WA 99201	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement	(509)325-0511	
Agreement Number	Project Title And Work Description LANDSCAPE ARCHITECT DESIGN ON-CALL SERVICES	
Federal Aid Number Various	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____	Federal ID Number or Social Security Number	
<input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	Do you require a 1099 for IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Completion Date December 31, 2014
	Total Amount Authorized \$	250,000.00
	Management Reserve Fund \$	_____
	Maximum Amount Payable \$	250,000.00

**Index of Exhibits (Check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Exhibit A-1 Scope of Work                        | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates                              |
| <input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement      | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost                                   |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification        | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances                        |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement      |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum                   | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus                  | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures                |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate     | <input type="checkbox"/> Exhibit L Liability Insurance Increase                          |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional                | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification                |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit                | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification           |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates      | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary                  |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost               | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification                   |
| <input type="checkbox"/> Exhibit G Subcontracted Work                     | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification               |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee                    | <input type="checkbox"/> App. 31.910 Supplemental Signature Page                         |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Local Agency of CITY OF SPOKANE, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

**I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**III General Requirements**

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

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

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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

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

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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



In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

### **X Changes of Work**

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

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

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

#### **XIX Execution and Acceptance**

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

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

By \_\_\_\_\_ By \_\_\_\_\_

Consultant SPVV LANDSCAPE ARCHITECTS Agency CITY OF SPOKANE

Attest:

Approved as to form:

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

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

**Exhibit A-2**  
**Scope of Work**  
**(Task Order Agreement)**

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Street projects, including landscaping of pedestrian buffer strips, storm drainage areas
- B. Gateway Entry Statements to communities and institutions
- C. Pump station and other public utility building landscaping
- D. Parking lot landscaping
- E. Miscellaneous items, such as project scope descriptions, concept designs, "green" infrastructure
- F. concepts, site layouts, cost estimates, coordination efforts.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

# Formal Task Assignment Document

Task Number \_\_\_\_\_

The general provisions and clauses of Agreement \_\_\_\_\_ shall be in full force and effect for this Task Assignment

Location of Project: \_\_\_\_\_

Project Title: Landscape Architect Design On-Call Services

Maximum Amount Payable Per Task Assignment: \_\_\_\_\_

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

Description of Work:  
(Note attachments and give brief description)

Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Letter Dated: \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

## **Exhibit D-3 Payment (Negotiated Hourly Rate)**

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
  
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
  
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."



4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



**Exhibit F**  
**Breakdown of Overhead Cost**

<b>Account Title</b>	<b>\$ Beginning Total</b>	<b>% of Direct Labor</b>
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
<b>Total Fringe Benefits</b>		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
<b>Total General Overhead</b>		
<b>Total Overhead (General + Fringe)</b>		
<b>Overhead Rate (Total Overhead / Direct Labor)</b>		

## Exhibit H

### Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

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

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

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

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

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



## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

### Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. \_\_\_\_\_

Local Agency \_\_\_\_\_

I hereby certify that I am \_\_\_\_\_ and duly authorized representative of the firm of SPVV LANDSCAPE ARCHITECTS whose address is \_\_\_\_\_ and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of CITY OF SPOKANE, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B) of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): SPVV LANDSCAPE ARCHITECTS

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

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

- 1.No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- 2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Consultant (Firm): SPVV LANDSCAPE ARCHITECTS

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm SPVV LANDSCAPE ARCHITECTS

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of Execution\*\*\* \_\_\_\_\_

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	OPR 2012-1027
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2009117
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370-TAYLOR - LANDSCAPE ARCHITECT DESIGN ONE-CALL SERVICES

**Agenda Wording**

Consultant Agreement with Taylor Engineering, Inc. (Spokane, WA) for On-Call Landscape Architect Design Services for an amount not to exceed \$250,00.00 (Various Neighborhood Councils).

**Summary (Background)**

This Consultant Agreement for On-Call Landscape Architect Design Services will run through December 31, 2014 with a one-year renewal option. Task assignments will be prepared under this Agreement and scoped for individual project needs. Funding will be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

**Fiscal Impact**

Expense	\$ 250,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

# Various
#
#
#

**Approvals**

<b>Dept Head</b>	TAYLOR, MIKE
<b>Division Director</b>	QUINTRALL, JAN
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	



<b>Local Agency Standard Consultant Agreement</b>	Consultant/Address/Telephone <b>TAYLOR ENGINEERING, INC.</b> 106 W. Mission Avenue Spokane, WA 99201  (509) 324-8328	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		
Federal Aid Number Various	Project Title And Work Description <b>LANDSCAPE ARCHITECT DESIGN ON-CALL SERVICES</b>	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number _____	
<input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	Do you require a 1099 for IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Completion Date December 31, 2014
	Total Amount Authorized \$ _____ 250,000.00 Management Reserve Fund \$ _____ Maximum Amount Payable \$ _____ 250,000.00	

**Index of Exhibits (Check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Exhibit A-1 Scope of Work<br><input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement<br><input type="checkbox"/> Exhibit B-1 DBE Utilization Certification<br><input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data<br><input type="checkbox"/> Exhibit D-1 Payment - Lump Sum<br><input type="checkbox"/> Exhibit D-2 Payment - Cost Plus<br><input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate<br><input type="checkbox"/> Exhibit D-4 Payment - Provisional<br><input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit<br><input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates<br><input checked="" type="checkbox"/> Exhibit F Overhead Cost<br><input type="checkbox"/> Exhibit G Subcontracted Work<br><input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates<br><input type="checkbox"/> Exhibit G-3 Sub Overhead Cost<br><input checked="" type="checkbox"/> Exhibit H Title VI Assurances<br><input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement<br><input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures<br><input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures<br><input type="checkbox"/> Exhibit L Liability Insurance Increase<br><input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification<br><input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification<br><input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary<br><input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification<br><input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification<br><input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|---|---|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 between the Local Agency of \_\_\_\_\_ CITY OF SPOKANE \_\_\_\_\_, Washington, hereinafter called the "AGENCY",  
 and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

**I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**III General Requirements**

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

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

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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

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

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

### **X Changes of Work**

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

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

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

#### **XIX Execution and Acceptance**

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

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

By \_\_\_\_\_ By \_\_\_\_\_

Consultant TAYLOR ENGINEERING, INC Agency CITY OF SPOKANE

Attest:

Approved as to form:

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

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



**Exhibit A-2**  
**Scope of Work**  
**(Task Order Agreement)**

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Street projects, including landscaping of pedestrian buffer strips, storm drainage areas
- B. Gateway Entry Statements to communities and institutions
- C. Pump station and other public utility building landscaping
- D. Parking lot landscaping
- E. Miscellaneous items, such as project scope descriptions, concept designs, "green" infrastructure
- F. concepts, site layouts, cost estimates, coordination efforts.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

# Formal Task Assignment Document

Task Number \_\_\_\_\_

The general provisions and clauses of Agreement \_\_\_\_\_ shall be in full force and effect for this Task Assignment

Location of Project: \_\_\_\_\_

Project Title: Landscape Architect Design On-Call Services

Maximum Amount Payable Per Task Assignment: \_\_\_\_\_

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

Description of Work:  
(Note attachments and give brief description)

Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Letter Dated: \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

## **Exhibit D-3**

### **Payment (Negotiated Hourly Rate)**

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
  
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
  
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**Exhibit E-2**  
**Consultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**

Discipline or Job Title	Hourly Rate	Overhead @ <u>147.18%</u>	Profit @ <u>20%</u>	Rate Per Hour
Principal	\$ 56.25	\$ 82.79	\$ 11.25	\$ 150.29
Landscape Architect	\$ 37.12	\$ 54.63	\$ 7.42	\$ 99.18
Landscape Designer	\$ 25.51	\$ 37.55	\$ 5.10	\$ 68.16
Autocad Technician	\$ 22.60	\$ 33.26	\$ 4.52	\$ 60.38
Survey Party Chief	\$ 22.00	\$ 32.38	\$ 4.40	\$ 58.78
Survey Assistant	\$ 16.25	\$ 23.92	\$ 3.25	\$ 43.42
Administrative Assistant	\$ 21.00	\$ 30.91	\$ 4.20	\$ 56.11

Expenses

- GPS Equipment \$35/Hour
- Robotic Equipment \$15/Hour
- Level No Charge
- Mailings/Copies/Title Reports Actual Cost + 10%
- Mileage @Federal Rate (Currently 55.5¢ per mile)



**Washington State**  
**Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

March 14, 2012

**RECEIVED MAR 20 2012**

Edwin G. Wagnild, CFO  
Taylor Engineering, Inc.  
106 W. Mission  
Spokane, WA 99201-2337

Re: Taylor Engineering, Inc. Overhead Schedule  
Fiscal Year End December 31, 2010

Dear Mr. Wagnild:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Taylor Engineering.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Taylor Engineering's accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Taylor Engineering's overhead rate for the fiscal year ending December 31, 2010, at 147.18% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Mr. Wagnild  
March 14, 2012  
Page 2

If you, or any representatives of Taylor Engineering, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosures

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File



**Taylor Engineering, Inc.**  
**Overhead Rate (Exhibit E-1)**

<b>Direct Labor</b>	<b>\$ 1,412,269.00</b>	<b>100%</b>
<b>Fringe Benefits:</b>		
Holiday	\$ 68,155.00	4.83%
Sick Leave	\$ 30,896.00	2.19%
Vacation	\$ 147,149.00	10.42%
Additional Compensation	\$ 180,500.00	12.78%
Med,Dent,Life, Disability Ins.. Ins.	\$ 222,381.00	15.75%
FICA	\$ 163,599.00	11.58%
Workmen's Comp	\$ 8,043.00	0.57%
FUTA	\$ 2,160.00	0.15%
State Unemployment	\$ 46,632.00	3.30%
Pension Contribution	\$ 58,620.00	4.15%
<b>Total Fringe Benefits</b>	<b>\$ 928,135.00</b>	<b>65.72%</b>
<b>General Overhead:</b>		
Indirect Labor	\$ 422,859.00	29.94%
Auto Expense	\$ 43,072.00	3.05%
Bank Charges	\$ 2,587.00	0.18%
Continuing Education	\$ 2,250.00	0.16%
Custodial Fees	\$ 6,240.00	0.44%
Depreciation & Amortization	\$ 138,003.00	9.77%
Dues & Subscriptions	\$ 19,225.00	1.36%
Equipment Leases	\$ 26,109.00	1.85%
Insurance - General	\$ 91,954.00	6.51%
Legal & Accounting	\$ 11,265.00	0.80%
Maintenance Agreements	\$ 15,136.00	1.07%
Miscellaneous	\$ 3,524.00	0.25%
Office Supplies	\$ 14,212.00	1.01%
Office Leases	\$ 179,337.00	12.70%
Postage	\$ 4,433.00	0.31%
Repairs & Maintenance	\$ 29,849.00	2.11%
Supplies-Drafting & Surveying	\$ 14,000.00	0.99%
Taxes & Licenses	\$ 74,584.00	5.28%
Telephone	\$ 32,325.00	2.29%
Travel	\$ 1,288.00	0.09%
Utilities	\$ 3,608.00	0.26%
Gain on Asset Disposition	\$ (540.00)	-0.04%
<b>Total General Overhead</b>	<b>\$ 1,135,320.00</b>	<b>80.39%</b>
<b>Total Overhead (Fringe + General)</b>	<b>\$ 2,063,455.00</b>	<b>146.11%</b>
Facilities Cost of Capital	\$ 15,132.00	1.07%
<b>Overhead Rate (Includes FCC)</b>	<b>\$ 2,078,587.00</b>	<b>147.18%</b>

## Exhibit H

### Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

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

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

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

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

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

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

### Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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



**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. \_\_\_\_\_

Local Agency \_\_\_\_\_

I hereby certify that I am \_\_\_\_\_ and duly authorized representative of the firm of TAYLOR ENGINEERING, INC. whose address is \_\_\_\_\_ and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of CITY OF SPOKANE, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): TAYLOR ENGINEERING, INC.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Consultant (Firm): TAYLOR ENGINEERING, INC.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm TAYLOR ENGINEERING, INC.  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution\*\*\* \_\_\_\_\_

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	OPR 2012-1028
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2009117
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370-VERDIS LANDSCAPE ARCHITECT DESIGN ON-CALL SERVICES

**Agenda Wording**

Consultant Agreement with Verdis Landscape Architecture: Planning (Coeur d'Alene, ID) for On-Call Landscape Architect Design Services for an amount not to exceed \$250,000.00 (Various Neighborhood Councils).

**Summary (Background)**

This Consultant Agreement for On-Call Landscape Architect Design Services will run through December 31, 2014 with a one-year renewal option. Task assignments will be prepared under this Agreement and scoped for individual project needs. Funding will be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

**Fiscal Impact**

Expense	\$ 250,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TAYLOR, MIKE
<b>Division Director</b>	QUINTRALL, JAN
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

<b>Local Agency Standard Consultant Agreement</b>	Consultant/Address/Telephone  VERDIS / LANDSCAPE ARCHITECTURE: PLANNING 603 East Garden Avenue, Studios A & B Coeur d'Alene, Idaho 83814  (208) 667-1214	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number		
Federal Aid Number Various	Project Title And Work Description LANDSCAPE ARCHITECT DESIGN ON-CALL SERVICES	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number Do you require a 1099 for IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Completion Date December 31, 2014	
	Total Amount Authorized \$ _____ 250,000.00 Management Reserve Fund \$ _____ Maximum Amount Payable \$ _____ 250,000.00	

**Index of Exhibits (Check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Exhibit A-1 Scope of Work                        | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates                              |
| <input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement      | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost                                   |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification        | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances                        |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement      |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum                   | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus                  | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures                |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate     | <input type="checkbox"/> Exhibit L Liability Insurance Increase                          |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional                | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification                |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit                | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification           |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates      | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary                  |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost               | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification                   |
| <input type="checkbox"/> Exhibit G Subcontracted Work                     | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification               |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee                    | <input type="checkbox"/> App. 31.910 Supplemental Signature Page                         |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
between the Local Agency of \_\_\_\_\_ CITY OF SPOKANE \_\_\_\_\_, Washington, hereinafter called the "AGENCY",  
and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

**I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**III General Requirements**

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

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

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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

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



#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

### **X Changes of Work**

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

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.


#### **XVIII Complete Agreement**

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

#### **XIX Execution and Acceptance**

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

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

By  By \_\_\_\_\_

Consultant VERDIS / LANDSCAPE Agency CITY OF SPOKANE

Attest:

Approved as to form:

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

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

# Formal Task Assignment Document

Task Number \_\_\_\_\_

The general provisions and clauses of Agreement \_\_\_\_\_ shall be in full force and effect for this Task Assignment.

Location of Project: \_\_\_\_\_

Project Title: Landscape Architect Design On-Call Services

Maximum Amount Payable Per Task Assignment: \_\_\_\_\_

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

Description of Work:  
(Note attachments and give brief description)

Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Letter Dated: \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A-2**  
**Scope of Work**  
**(Task Order Agreement)**

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Street projects, including landscaping of pedestrian buffer strips, storm drainage areas
- B. Gateway Entry Statements to communities and institutions
- C. Pump station and other public utility building landscaping
- D. Parking lot landscaping
- E. Miscellaneous items, such as project scope descriptions, concept designs, "green" infrastructure
- F. concepts, site layouts, cost estimates, coordination efforts.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.



## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

## **Exhibit D-3 Payment (Negotiated Hourly Rate)**

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
  
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
  
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



Exhibit E-2

602 e. garden avenue  
po box 580  
coeur d'alene, id. 83816

ph 208.667.1214  
fx 208.765.2516

December 3, 2012

Mr. Gary Nelson, P.E.  
Principal Engineer - Design  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3433Dear ADDRESSEE:

RE: Verdis (YOY Inc.) Certified Billing Rates

Please consider this letter to be a statement of rates for Verdis. It covers consulting work for On-Call Landscape Architectural Services. Verdis is currently a six (6)-person firm with a calculated overhead rate of .8358. We charge a flat hourly fee for services that is all-inclusive of direct salary, overhead and fee. The hourly fees offered for this contract are the lowest fees we offer for preferred clients. I also confirm that all direct non-salary costs will be invoiced without mark-up.

<i>Staff Professional</i>	<i>Raw Labor Rate(LR)</i>	<i>Overhead Rate (OH)</i>	<i>Profit Rate (P)</i>	<i>Hourly Rate</i>
Principal Land Use Planner	68.75	0.8358	0.15	<b>136.52</b>
Principal Landscape Architect	65.14	0.8358	0.15	<b>129.36</b>
Sr. Landscape Architect	55.29	0.8358	0.15	<b>109.79</b>
Landscape Architect	43.27	0.8358	0.15	<b>85.92</b>
Land Use Planer	24.00	0.8358	0.15	<b>47.66</b>
Administrative Assistant	18.00	0.8358	0.15	<b>35.74</b>

Verdis will comply with the rules and regulations regarding travel costs in accordance with Washington State Department of Transportation Accounting Manual M13-82, Chapter 10 Travel Rules and Procedures, and revisions thereto.

Please call Fred Ogram, ASLA @ 208.667.1214 if you have any questions.

Thank you for your assistance.  
Respectfully Submitted,

William A (Fred) Ogram IV, ASLA  
Principal | verdis

cc: Sandy Young - verdis

## Exhibit H

### Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

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

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

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region



Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

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

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

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

### Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. \_\_\_\_\_

Local Agency \_\_\_\_\_

I hereby certify that I am \_\_\_\_\_ and duly authorized representative of the firm of VERDIS LANDSCAPE ARCHITECTS whose address is \_\_\_\_\_ and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

12-06-12

Date

Jandra M. Young

Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of CITY OF SPOKANE, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

12-06-12

Date

Jandra M. Young

Signature

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): VERDIS LANDSCAPE ARCHITECTS

12-06-13

(Date)

Vanda M. Young

(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Consultant (Firm): VERDIS LANDSCAPE ARCHITECTS

12-06-12

(Date)

Jarndra m. Young

(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of \_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm VERDIS LANDSCAPE ARCHITECTS  
Name Endra m. young  
Title President  
Date of Execution\*\*\* 12-06-12

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.





**Agenda Sheet for City Council Meeting of:**  
01/07/2013

<u>Date Rec'd</u>	12/18/2012
<u>Clerk's File #</u>	PRO 2012-0051
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2010128/2010129
<u>Bid #</u>	
<u>Requisition #</u>	CR 13024

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	MIKE TAYLOR 625-6307
<u>Contact E-Mail</u>	PMTAYLOR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370-LOW BID AWARD - 14TH AVENUE & QUEEN AVENUE

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane, WA) for 14th Avenue from Monroe Street to Grand Boulevard and Queen Avenue from A Street to Nettleton Street and Surrounding Streets - \$1,339,833.85 plus tax. An administrative reserve of \$133,983.38 plus tax, which is 10% of the contract price plus tax, will be set aside.

Summary (Background)

On December 10, 2012 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$1,339,833.85, which is \$461,887.55 or 25.63% under the Engineer's Estimate; two other bids were received as follows: Shamrock Paving, Inc. - \$1,429,568.45 and Spokane Rock Products, Inc. - \$1,487,267.76.

Fiscal Impact

Budget Account

Expense	\$ 933,205.24	# 3404 49732 95300 56501
Expense	\$ 62,585.81	# 4370 49461 94000 56501
Expense	\$ 399,242.09	# 3404 49734 95300 56501
Expense	\$ 68,091.52	# 4370 49461 94000 56501
Expense	\$ 11,682.63	# 4100 42100 34145 54809

Approvals

Council Notifications

<u>Dept Head</u>	TAYLOR, MIKE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pdolan@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		mhughes@spokanecity.org	
		rdykes@spokanecity.org	
		kbrooks@spokanecity.org	
		acline@spokanecity.org	

**City Of Spokane**  
**Engineering Services Department**

**\*\*\* Bid Tabulation \*\*\***

**Project Number:** 2010129

**Project Description:** Queen et & 14th - Lincoln to Grand

**Original Date:** 10/22/2012 3:41:52 PM

**Funding Source:** Local

**Update Date:** 12/10/2012 1:55:57 PM

**Preparer:** Dan Buller

**Addendum:**

<b>Project Number:</b> 2010129			<b>Engineer's Estimate</b>		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	750.00	*****	470.00	*****	500.00	*****	1,000.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	10,300.00	*****	6,500.00	*****	7,500.00
104	MOBILIZATION	1 LS	*****	100,000.00	*****	31,600.00	*****	58,000.00	*****	62,000.00
<b>Schedule Totals</b>				105,751.00		42,371.00		65,001.00		70,501.00

<i>Project Number:</i> <b>2010129</b>		<i>Engineer's Estimate</i>			Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> Street - Queen et al					Public Street Improvement					
201	REFERENCE AND REESTABLISH SURVEY MONUMENT	13 EA	450.00	5,850.00	275.00	3,575.00	275.00	3,575.00	275.00	3,575.00
202	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	25,000.00	*****	30,945.00	*****	40,000.00	*****	43,000.00
203	TYPE III BARRICADE	24 EA	75.00	1,800.00	30.00	720.00	50.00	1,200.00	27.00	648.00
204	REMOVE EXISTING CURB	1536 LF	3.00	4,608.00	4.50	6,912.00	8.00	12,288.00	6.00	9,216.00
205	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	695 SY	5.00	3,475.00	7.00	4,865.00	10.00	6,950.00	4.00	2,780.00
206	SAWCUTTING FLEXIBLE PAVEMENT	6120 LFI	0.30	1,836.00	0.23	1,407.60	0.30	1,836.00	0.35	2,142.00
207	SAWCUTTING RIGID PAVEMENT	508 LFI	1.00	508.00	0.65	330.20	1.00	508.00	1.00	508.00
208	PAVEMENT REMOVAL PRIOR TO GRIND	690 SY	10.00	6,900.00	4.75	3,277.50	10.00	6,900.00	1.30	897.00
209	REMOVE FLEXIBLE PAVEMENT	34131 SY	2.00	68,262.00	2.48	84,644.88	2.30	78,501.30	1.00	34,131.00
210	REPLACE UNSUITABLE FOUNDATION MATERIAL	500 CY	27.00	13,500.00	19.20	9,600.00	40.00	20,000.00	25.00	12,500.00
211	REMOVE UNSUITABLE FOUNDATION MATERIAL	500 CY	20.00	10,000.00	13.35	6,675.00	20.00	10,000.00	15.00	7,500.00
212	PREPARATION OF UNTREATED ROADWAY	35037 SY	2.50	87,592.50	0.90	31,533.30	0.75	26,277.75	1.50	52,555.50
213	CRUSHED SURFACING TOP COURSE	1000 CY	33.00	33,000.00	29.50	29,500.00	37.00	37,000.00	49.60	49,600.00
214	CSTC FOR SIDEWALK AND DRIVEWAYS	69 CY	40.00	2,760.00	36.45	2,515.05	20.00	1,380.00	67.00	4,623.00
215	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	35037 SY	18.00	630,666.00	13.55	474,751.35	14.00	490,518.00	15.20	532,562.40
216	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
217	COMPACTION PRICE ADJUSTMENT	1 EST	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
218	ADJUST EXISTING VALVE BOX IN ASPHALT	20 EA	250.00	5,000.00	320.00	6,400.00	300.00	6,000.00	285.00	5,700.00

<b>Project Number: 2010129</b>			<b>Engineer's Estimate</b>		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street - Queen et al				Public Street Improvement						
219	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	8 EA	350.00	2,800.00	600.00	4,800.00	450.00	3,600.00	390.00	3,120.00
220	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	6 EA	445.00	2,670.00	600.00	3,600.00	450.00	2,700.00	400.00	2,400.00
221	CLEANING EXISTING SANITARY SEWER	7 EA	400.00	2,800.00	180.00	1,260.00	350.00	2,450.00	650.00	4,550.00
222	INLET PROTECTION	30 EA	100.00	3,000.00	80.00	2,400.00	80.00	2,400.00	100.00	3,000.00
223	ESC LEAD	1 LS	*****	1,000.00	*****	300.00	*****	1,000.00	*****	2,500.00
224	TOPSOIL TYPE A, 2 INCH THICK	293 SY	6.00	1,758.00	4.00	1,172.00	4.00	1,172.00	30.00	8,790.00
225	HYDROSEEDING	40 SY	4.00	160.00	3.00	120.00	3.00	120.00	15.00	600.00
226	SOD INSTALLATION	253 SY	11.00	2,783.00	6.75	1,707.75	7.00	1,771.00	6.00	1,518.00
227	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,000.00	*****	6,450.00	*****	6,500.00	*****	1,400.00
228	CEMENT CONCRETE CURB	992 LF	14.00	13,888.00	16.00	15,872.00	17.00	16,864.00	20.00	19,840.00
229	CEMENT CONC. CURB AND GUTTER	1535 LF	18.00	27,630.00	21.00	32,235.00	24.50	37,607.50	25.60	39,296.00
230	CEMENT CONC. SIDEWALK	695 SY	40.00	27,800.00	32.35	22,483.25	31.75	22,066.25	33.00	22,935.00
231	RAMP DETECTABLE WARNING	488 SF	20.00	9,760.00	20.00	9,760.00	20.00	9,760.00	20.00	9,760.00
232	SIGNING, PERMANENT	1 LS	*****	22,500.00	*****	7,745.00	*****	8,000.00	*****	7,745.00
<b>Schedule Totals</b>				1,036,305.50		821,555.88		872,943.80		903,390.90

<b>Project Number: 2010129</b>			<b>Engineer's Estimate</b>		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> Storm Sewer - Queen et al				Public Street Improvement						
301	SAWCUTTING FLEXIBLE PAVEMENT	1550 LFI	0.30	465.00	0.23	356.50	0.30	465.00	0.35	542.50
302	ROCK EXCAVATION	50 CY	100.00	5,000.00	20.00	1,000.00	125.00	6,250.00	150.00	7,500.00
303	PAVEMENT REMOVAL PRIOR TO GRIND	174 SY	10.00	1,740.00	4.75	826.50	10.00	1,740.00	3.00	522.00
304	REMOVE UNSUITABLE FOUNDATION MATERIAL	25 CY	21.00	525.00	25.00	625.00	20.00	500.00	25.00	625.00
305	REPLACE UNSUITABLE FOUNDATION MATERIAL	25 CY	27.00	675.00	20.00	500.00	42.00	1,050.00	40.00	1,000.00
306	DRYWELL TYPE 2	3 EA	3,250.00	9,750.00	4,870.00	14,610.00	3,250.00	9,750.00	2,100.00	6,300.00
307	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	6 EA	700.00	4,200.00	865.00	5,190.00	725.00	4,350.00	525.00	3,150.00
308	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	14 EA	625.00	8,750.00	860.00	12,040.00	650.00	9,100.00	525.00	7,350.00
309	RETROFIT TYPE 2 CATCH BASIN WITH INLAND FOUNDRY NO. 500	1 EA	600.00	600.00	1,280.00	1,280.00	900.00	900.00	850.00	850.00
310	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	4 EA	575.00	2,300.00	850.00	3,400.00	700.00	2,800.00	425.00	1,700.00
311	CONNECT 6-12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	10 EA	425.00	4,250.00	400.00	4,000.00	425.00	4,250.00	175.00	1,750.00
312	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	188 LF	35.00	6,580.00	40.00	7,520.00	41.00	7,708.00	40.00	7,520.00
313	CLEANING EXISTING DRAINAGE STRUCTURE	30 EA	200.00	6,000.00	90.00	2,700.00	250.00	7,500.00	325.00	9,750.00
314	TRENCH SAFETY SYSTEM	1 LS	*****	750.00	*****	150.00	*****	75.00	*****	500.00
315	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	150.00	*****	475.00	*****	1,000.00
316	ENCASE WATER/SEWER AT CROSSINGS	1 EA	700.00	700.00	750.00	750.00	260.00	260.00	1,500.00	1,500.00
<b>Schedule Totals</b>				53,285.00		55,098.00		57,173.00		51,559.50

<b>Project Number: 2010129</b>			<b>Engineer's Estimate</b>		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> Street - 14th				Public Street Improvement						
401	REFERENCE AND REESTABLISH SURVEY MONUMENT	8 EA	450.00	3,600.00	275.00	2,200.00	275.00	2,200.00	275.00	2,200.00
402	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	46,000.00	*****	29,345.00	*****	35,000.00	*****	37,000.00
403	TYPE III BARRICADE	36 EA	75.00	2,700.00	30.00	1,080.00	50.00	1,800.00	30.00	1,080.00
404	SPECIAL SIGNS	558 SF	20.00	11,160.00	9.00	5,022.00	16.00	8,928.00	9.00	5,022.00
405	REMOVE EXISTING CURB	648 LF	3.00	1,944.00	4.75	3,078.00	8.00	5,184.00	7.00	4,536.00
406	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	600.00	*****	3,500.00	*****	1,500.00
407	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	270 SY	5.00	1,350.00	7.25	1,957.50	10.00	2,700.00	4.00	1,080.00
408	SAWCUTTING FLEXIBLE PAVEMENT	1253 LFI	0.30	375.90	0.23	288.19	0.30	375.90	0.35	438.55
409	SAWCUTTING RIGID PAVEMENT	1288 LFI	1.00	1,288.00	0.65	837.20	1.00	1,288.00	1.00	1,288.00
410	CSTC FOR SIDEWALK AND DRIVEWAYS	17 CY	40.00	680.00	32.00	544.00	20.00	340.00	150.00	2,550.00
411	ROADWAY EXCAVATION INCL. HAUL	840 CY	14.00	11,760.00	20.20	16,968.00	20.00	16,800.00	14.00	11,760.00
412	CRUSHED SURFACING TOP COURSE	123 CY	35.00	4,305.00	35.00	4,305.00	42.00	5,166.00	90.00	11,070.00
413	CRUSHED SURFACING BASE COURSE	246 CY	35.00	8,610.00	35.00	8,610.00	38.00	9,348.00	57.00	14,022.00
414	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	150 TO	250.00	37,500.00	71.50	10,725.00	75.00	11,250.00	140.00	21,000.00
415	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	12378 SY	9.00	111,402.00	7.35	90,978.30	7.50	92,835.00	8.00	99,024.00
416	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	2210 SY	18.00	39,780.00	14.60	32,266.00	15.00	33,150.00	19.10	42,211.00
417	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1630 SY	30.00	48,900.00	10.00	16,300.00	7.50	12,225.00	6.00	9,780.00
418	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	1555 SY	55.00	85,525.00	31.00	48,205.00	25.00	38,875.00	28.50	44,317.50
419	TAPER PLANING BITIMINOUS PAVEMENT	5047 SY	2.00	10,094.00	2.30	11,608.10	2.75	13,879.25	2.30	11,608.10

<b>Project Number: 2010129</b>			<b>Engineer's Estimate</b>		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> Street - 14th				Public Street Improvement						
420	CRACK SEALING	4000 LF	4.00	16,000.00	1.10	4,400.00	1.00	4,000.00	1.00	4,000.00
421	WIDE CRACK SEALING (3 IN TO 6 IN)	200 LF	6.00	1,200.00	6.40	1,280.00	5.00	1,000.00	5.00	1,000.00
422	PREPARATION OF UNTREATED ROADWAY	2210 SY	3.50	7,735.00	1.85	4,088.50	1.75	3,867.50	2.00	4,420.00
423	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
424	COMPACTION PRICE ADJUSTMENT	1 EST	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00
425	ADJUST EXISTING VALVE BOX IN ASPHALT	15 EA	250.00	3,750.00	320.00	4,800.00	300.00	4,500.00	225.00	3,375.00
426	CLEANING EXISTING SANITARY SEWER	16 EA	400.00	6,400.00	180.00	2,880.00	350.00	5,600.00	350.00	5,600.00
427	INLET PROTECTION	12 EA	100.00	1,200.00	80.00	960.00	80.00	960.00	100.00	1,200.00
428	ESC LEAD	1 LS	*****	1,000.00	*****	300.00	*****	1,000.00	*****	2,500.00
429	TOPSOIL TYPE A, 2 INCH THICK	94 SY	6.00	564.00	4.00	376.00	4.00	376.00	35.00	3,290.00
430	SOD INSTALLATION	94 SY	11.00	1,034.00	7.00	658.00	7.00	658.00	6.00	564.00
431	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,500.00	*****	1,800.00	*****	2,000.00	*****	1,400.00
432	CEMENT CONCRETE CURB	70 LF	14.00	980.00	16.00	1,120.00	16.60	1,162.00	20.00	1,400.00
433	CEMENT CONC. CURB AND GUTTER	648 LF	18.00	11,664.00	21.00	13,608.00	24.50	15,876.00	25.61	16,595.28
434	CEMENT CONC. SIDEWALK	325 SY	40.00	13,000.00	32.35	10,513.75	32.00	10,400.00	33.00	10,725.00
435	RAMP DETECTABLE WARNING	168 SF	20.00	3,360.00	20.00	3,360.00	19.75	3,318.00	20.00	3,360.00
436	SIGNING, PERMANENT	1 LS	*****	22,500.00	*****	11,815.00	*****	12,500.00	*****	11,815.00
437	REMOVAL OF EXISTING PAVEMENT MARKINGS	30 SF	4.50	135.00	5.19	155.70	5.50	165.00	5.19	155.70
438	PAVEMENT MARKING - DURABLE HEAT APPLIED	173 SF	10.00	1,730.00	9.51	1,645.23	10.00	1,730.00	9.51	1,645.23
<b>Schedule Totals</b>				530,524.90		351,476.47		366,755.65		397,331.36

<b>Project Number: 2010129</b>			<b>Engineer's Estimate</b>		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 05</i> Storm Sewer - 14th				Public Street Improvement						
501	REMOVE EXISTING CURB	60 LF	3.00	180.00	4.75	285.00	10.50	630.00	8.00	480.00
502	SAWCUTTING RIGID PAVEMENT	200 LFI	1.00	200.00	0.65	130.00	1.00	200.00	1.00	200.00
503	PAVEMENT REPAIR EXCAVATION INCL. HAUL	100 SY	30.00	3,000.00	10.00	1,000.00	12.00	1,200.00	8.00	800.00
504	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	100 SY	55.00	5,500.00	31.00	3,100.00	40.00	4,000.00	79.50	7,950.00
505	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	5 EA	700.00	3,500.00	860.00	4,300.00	280.00	1,400.00	500.00	2,500.00
506	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	7 EA	625.00	4,375.00	860.00	6,020.00	285.00	1,995.00	400.00	2,800.00
507	RETROFIT TYPE 2 CATCH BASIN WITH INLAND FOUNDRY NO. 500	1 EA	600.00	600.00	1,280.00	1,280.00	475.00	475.00	700.00	700.00
508	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	17 EA	575.00	9,775.00	850.00	14,450.00	300.00	5,100.00	400.00	6,800.00
509	CONNECT 6-12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	13 EA	425.00	5,525.00	400.00	5,200.00	450.00	5,850.00	250.00	3,250.00
510	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	300 LF	35.00	10,500.00	40.00	12,000.00	40.00	12,000.00	40.00	12,000.00
511	CLEANING EXISTING DRAINAGE STRUCTURE	18 EA	200.00	3,600.00	90.00	1,620.00	275.00	4,950.00	400.00	7,200.00
512	TRENCH SAFETY SYSTEM	1 LS	*****	750.00	*****	150.00	*****	175.00	*****	500.00
513	SANITARY SEWER MAIN REPAIR	3 EA	4,000.00	12,000.00	2,700.00	8,100.00	3,900.00	11,700.00	500.00	1,500.00
514	SANITARY SEWER MAIN REPAIR - EXTRA LENGTH	15 LF	100.00	1,500.00	30.00	450.00	250.00	3,750.00	32.00	480.00
515	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	150.00	*****	475.00	*****	500.00
516	ENCASE WATER/SEWER AT CROSSINGS	1 EA	700.00	700.00	750.00	750.00	825.00	825.00	500.00	500.00
517	CEMENT CONCRETE CURB	60 LF	15.00	900.00	16.00	960.00	17.00	1,020.00	20.00	1,200.00



<b>Project Number: 2010129</b>			<b>Engineer's Estimate</b>		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<i>Schedule Description</i>				<i>Tax Classification</i>			
<i>Schedule</i>	<i>05</i>	Storm Sewer - 14th		Public Street Improvement			
<i>Schedule Totals</i>			63,605.00	59,945.00	55,745.00	49,360.00	

<b>Project Number: 2010129</b>			<b>Engineer's Estimate</b>		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 06</i> Water				Not Public Street Improvement						
601	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	150 SY	50.00	7,500.00	36.00	5,400.00	42.00	6,300.00	51.00	7,650.00
602	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	50 SY	55.00	2,750.00	39.75	1,987.50	48.00	2,400.00	100.00	5,000.00
603	CEMENT CONCRETE INTEGRAL CURB AND SIDEWALK 5.5 FT. WIDE	50 LF	40.00	2,000.00	40.00	2,000.00	65.00	3,250.00	49.50	2,475.00
<b>Schedule Totals</b>				12,250.00	9,387.50	11,950.00	15,125.00			

*Project Number*

*2010129*

*Queen et & 14th - Lincoln to Grand*

**SCHEDULE SUMMARY**

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	105,751.00	1,036,305.50	53,285.00	530,524.90	63,605.00	12,250.00	0.00	0.00	1,801,721.40
Inland Asphalt Compan	42,371.00	821,555.88	55,098.00	351,476.47	59,945.00	9,387.50	0.00	0.00	1,339,833.85
Shamrock Paving Inc	65,001.00	872,943.80	57,173.00	366,755.65	55,745.00	11,950.00	0.00	0.00	1,429,568.45
Spokane Rock Product	70,501.00	903,390.90	51,559.50	397,331.36	49,360.00	15,125.00	0.00	0.00	1,487,267.76

*Low Bid Contractor:* Inland Asphalt Company

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$42,371.00	\$105,751.00	59.93	% Under Estimate
<i>Schedule 02</i>	\$821,555.88	\$1,036,305.50	20.72	% Under Estimate
<i>Schedule 03</i>	\$55,098.00	\$53,285.00	3.40	% Over Estimate
<i>Schedule 04</i>	\$351,476.47	\$530,524.90	33.75	% Under Estimate
<i>Schedule 05</i>	\$59,945.00	\$63,605.00	5.75	% Under Estimate
<i>Schedule 06</i>	\$10,204.21	\$13,315.75	23.37	% Under Estimate
<i>Bid Totals</i>	\$1,340,650.56	\$1,802,787.15	25.63	% Under Estimate



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	OPR 2012-1029
<b>Renews #</b>	OPR 2009-0998
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	REGIONAL EMERGENCY COMMUNICATIONS SYSTEM
<b>Contact Name/Phone</b>	BOB LINCOLN 835-4521
<b>Contact E-Mail</b>	BLINCOLN
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1510-XPEDITER TECHNOLOGIES

**Agenda Wording**

Software maintenance agreement between the City of Spokane and Xpediter Technologies, LLC to provide support and maintenance services for products licensed by the City of Spokane. The term of the contract is January 1, 2013 through December 31, 2014.

**Summary (Background)**

SRECS and Xpediter Technologies Inc. have negotiated a software maintenance agreement that is mutually acceptable to both parties. There is an existing contract between SRECS and Xpediter for the initial purchase of the software. This contract is an additional software maintenance agreement. The total annual cost is \$56,687.81. The total contract cost for the two year contract term is \$113,375.62.

**Fiscal Impact**

Expense	\$ 56,687.81
Select	\$
Select	\$
Select	\$

**Budget Account**

#	1510-12100-21270-54820
#	
#	
#	

**Approvals**

<b>Dept Head</b>	LINCOLN, BOB
<b>Division Director</b>	
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	PSC 11/19/2012
<b>Other</b>	
<b>Distribution List</b>	
	achirowamangu
	ewade
	kclaar
	agolden
	mlesesne
	abonner@xpediter.com

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and XPEDITER TECHNOLOGIES, LLC, whose address is 7668 El Camino Real, Suite 104-619, Carlsbad, California 92009, as "XTL."

WHEREAS, the City contracted with XTL to provide an automated field reporting and analysis program, "Xpediter", for use by the Police Department; and

WHEREAS, XTL has agreed to provide software maintenance and updates, --  
Now, Therefore,

The parties agree as follows:

1. PERFORMANCE. XTL shall provide software support, maintenance and updates for the Police Department's Xpediter software, in accordance with the attached Scope of Work.
2. CONTRACT TERM. The contract shall begin January 1, 2013, and run through December 31, 2014, unless terminated sooner.
3. COMPENSATION. The City shall pay XTL an annual fee of FIFTY SIX THOUSAND SIX HUNDRED EIGHTY SEVEN AND 81/100 DOLLARS (\$56,687.81), for everything furnished and done under this contract.
4. PAYMENT. XTL shall send quarterly applications for payment to the Spokane Police Department, Administration Office, Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. Payment will be made within thirty (30) days after receipt of XTL's applications. Payments received more than seven (7) days after due date will incur a 10% late fee payable immediately upon additional invoice.
5. INSURANCE. During the term of the contract, the Contractor shall maintain in force at its own expense, each insurance coverage noted below:
  - 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 \$500,000;
  - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this contract;

- C. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided and, if requested complete copies of insurance policies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 7. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
- 8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.
- 9. TERMINATION. Either party may terminate this contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay XTL for all work previously authorized and performed prior to the termination date.
- 10. DISPUTES. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.
- 11. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that XTL shall perform the best general practice.

12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

13. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. XTL shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070, to obtain a business license, or an exemption status determination.

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

CITY OF SPOKANE

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

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

Attest:

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

Approved as to form:

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

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

XPEDITER TECHNOLOGIES, LLC

City of Spokane Business License No.  
\_\_\_\_\_

E-Mail address, if available: \_\_\_\_\_  
\_\_\_\_\_

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

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

## SCOPE OF WORK

### 1. Support and Maintenance Services

XT shall provide the following support and maintenance services for the products licensed by the City:

- Provision of known error corrections by delivery of available patches via download from the Internet ([www.xpediter.com/files](http://www.xpediter.com/files)).
- Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet ([www.xpediter.com/files](http://www.xpediter.com/files)).
- Provision of available major upgrades (version with substantially enhanced volume of functions).
- Information via email when new minor /major updates are available.

The support and maintenance services listed in this clause 1 only comprise the products licensed by the City, but not any new products of the same product family.

The granting of rights of use and the delivery of the relevant license files for all minor and major upgrades shall be limited to the number and type of products, as well as the terms of use thereof, for which this agreement has been concluded.

Full functionality and regression testing methodology will be employed by XT as part of this agreement. Spokane does not have the resources to fully regression test proposed fixes against existing XT code modules and database design. Delivery of untested fixes will be considered a breach, and may result in termination of this agreement.

### 2 Telephone Support

For the term of this agreement, XT shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the customer will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- Level A: System does not work.
- Level B: System works with limited functions.
- Level C: System working satisfactorily with specific errors/problems regarding functionality.

XT ensures the following response times (via phone or email):

- Level A: Response within the next working day (Monday – Friday, 8:30 a.m. until 5 p.m. local time).
- Level B: Response within the next working day (Monday – Friday, 8:30 a.m. until 5 p.m. local time).



- Level C: Response within the working day after next (Monday – Friday, 8:30 a.m. until 5 p.m. local time).

Exclusively applicable is the local time, Pacific Standard Time (PST) of XT. Exclusively applicable regarding holidays are the legal holidays at the seat of XT.

### **3 Email Support**

For the term of this agreement, XT shall provide support via email. The error and priority levels set forth in clause 2 above and the response times indicated therein are applicable.

### **4 Subject Matter of Support Services**

The subject matter of support services in clauses 2 and 3 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the customer's location are not a subject matter of this Maintenance Agreement.

### **5 Service Contract**

Due to the complex nature of hardware and software applications, networks and specific configurations with the licensee, XT cannot assume liability for the successful remedy of any error, i.e. despite XT'S best efforts it may occur that errors cannot be rectified in providing the support to the licensee. Consequently, all services are provided as a service contract to this effect.

### **6. Securing of Services - Customer Cooperation**

To guarantee the best level of efficiency, the City commits itself to describe the problems as exactly and as detailed as possible. All questions referring to the failure should be answered as accurate as possible. Only with compliance with this obligation to cooperate as an essential contractual performance will enable the provision of all support services in a timely and due manner.

**Briefing Paper  
City of Spokane  
Spokane Police Department/Public Safety Committee  
November 19, 2012**

---

**Subject**

Contract renewal with Xpediter Technologies, LLC for software maintenance.

Total annual cost is \$56,687.81. The contract will be renewed for two years. Contract term is 01/01/2013-12/31/2014.

**Background**

In 2003, Xpediter developed an in-car reporting interface for SPD that was required for the implementation of the Xpediter In-Car reporting project. The project allowed for automatic creation and storage of electronic police reports. Ever since, SRECS and Xpediter Technologies have negotiated a software maintenance agreement that is mutually acceptable to both parties.

**Action**

Approval of contract renewal with Xpediter Technologies

**Funding**

LEIS fund



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	OPR 2012-1033
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2012-0228
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	REGIONAL EMERGENCY COMMUNICATIONS SYSTEM
<b>Contact Name/Phone</b>	RICHARD CAIN 625-4179
<b>Contact E-Mail</b>	RCHAIN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1510-IBM COPLINK MAINTENANCE

**Agenda Wording**

A contract between the City of Spokane and International Business Machines Corporation (Pittsburg, PA) for the COPLINK system maintenance. The contract shall begin January 1, 2013 and end on December 31, 2013. Annual maintenance cost is \$45,770.00

**Summary (Background)**

COPLINK is a law enforcement information sharing database that supports a 12 member regional consortium in North Idaho and Spokane County. The Spokane Police Department is the fiduciary and host agency. All members are assessed a portion of maintenance fees based on the number of commissioned officers. Due to the proprietary nature of the software, IBM is the sole provider of support and maintenance.

**Fiscal Impact**

Expense	\$ 49,800
Select	\$
Select	\$
Select	\$

**Budget Account**

#	1510-12200-21270-54820
#	
#	
#	

**Approvals**

<b>Dept Head</b>	LINCOLN, BOB
<b>Division Director</b>	
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	PCS 12/17/12
<b>Other</b>	
<b>Distribution List</b>	
	caiken
	achirowamangu
	kclear
	ewade
	agolden
	mlesesne

**Additional Approvals**

<b>Purchasing</b>	

# International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



## IBM Software Quotation

Attn: Carrie Aiken  
Spokane Police Department  
1100 W Mallon Ave  
KCC147  
SPOKANE WA 99260  
UNITED STATES

02-Nov-2012

Passport Advantage Agreement Number:  
IBM Customer Number: 8390366  
Relationship SVP Level:

Passport Advantage Site Number: 3463317  
Quotation SVP Level: GV

Dear Customer:

Thank you for your inquiry regarding IBM Software.

Any and all prices herein are suggested prices only and are subject to change at IBM's sole discretion. Products listed herein are subject to withdrawal or modification by IBM at any time at IBM's sole discretion. Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

This quotation is valid from 02-Nov-2012 and will expire on 31-Dec-2012.

Your order will be governed by and is subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

Kenneth M. Robinson  
Phone Number: 1-720-349-0218  
Fax Number: 1-845-491-7348  
E-mail Address: [kenneth.robinson@us.ibm.com](mailto:kenneth.robinson@us.ibm.com)

# International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



## Migration to Passport Advantage Quote

Quotation Number: 15945147  
 IBM Contact: Kenneth M. Robinson  
 Phone Number: 1-720-349-0218

Quote Effective Date: 02-Nov-2012  
 Quote Expiration Date: 31-Dec-2012

Passport Advantage Site Number: 3463317  
 Quotation SVP Level: GV

Customer:  
 Attn: Carrie Aiken  
 Spokane Police Department  
 1100 W Mallon Ave  
 KCC147  
 SPOKANE WA 99260  
 UNITED STATES

Payer: 3463317  
 Spokane Police Department  
 1100 W Mallon Ave  
 KCC147  
 SPOKANE WA 99260  
 UNITED STATES

Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Price	Extended Amount
<b>IBM i2 COPLINK Active Agent Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License + SW Subscription &amp; Support 12 Months</b> 001 D0S7NLL 429 34.32 15.98 1.69 725.00 01-Jan-2013 - 31-Dec-2013						
<b>IBM i2 COPLINK Analysis Search Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License + SW Subscription &amp; Support 12 Months</b> 002 D0S7WLL 429 1,904.76 850.00 89.68 38,472.72 01-Jan-2013 - 31-Dec-2013						
<b>IBM i2 COPLINK Incident Analyzer Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License + SW Subscription &amp; Support 12 Months</b> 003 D0S7TLL 429 55.77 24.01 2.53 1,085.37 01-Jan-2013 - 31-Dec-2013						
<b>IBM i2 COPLINK Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License + SW Subscription &amp; Support 12 Months</b> 004 D0S7MLL 429 227.37 102.00 10.76 4,616.04 01-Jan-2013 - 31-Dec-2013						
<b>IBM i2 COPLINK Visualizer Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License + SW Subscription &amp; Support 12 Months</b> 005 D0S7VLL 429 42.90 19.21 2.03 870.87 01-Jan-2013 - 31-Dec-2013						

Useful/Important Web resources:

- Passport Advantage information, customer secure site access, training, etc.: [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage)
- IBM's International Program License Agreement and product License Information documents: [ibm.com/software/sla](http://ibm.com/software/sla)
- IBM Software Support Web site: [ibm.com/software/support](http://ibm.com/software/support)

# International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Price	Extended Amount
Applicable tax will be recalculated at the time of order processing.						
<b>Total Points: 2,265.12</b>				<b>Subtotal in USD:</b>		<b>45,770.00</b>
				<b>Total in USD:</b>		<b>45,770.00</b>
<p>Your order is governed by and subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.</p>						

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage)

IBM's International Program License Agreement and product License Information documents: [ibm.com/software/sla](http://ibm.com/software/sla)

IBM Software Support Web site: [ibm.com/software/support](http://ibm.com/software/support)

IBM Customer Number: 8390366

# International Passport Advantage Agreement



## Enrollment Form

Please provide all requested information in order to be enrolled or to update your information.

You enroll in, and obtain Eligible Products under, Passport Advantage subject to the terms of the IBM International Passport Advantage Agreement ("the Agreement"). IBM Programs that you obtain under this Agreement are governed by the terms of the IBM Program License Agreement ("IPLA"). If there is a conflict between the terms of the Agreement and those of the IPLA, including its License Information document ("LI"), the terms of the Agreement prevail. A Non-IBM Program that you obtain under the Agreement is governed by the terms of the third-party end user license agreement that accompanies it. IBM is not a party to the third party end user license agreement and assumes no obligations under it.

### By enrolling, you

- a. acknowledge that you have had the opportunity to read and understand the Agreement and the IPLA before you completed this form; and
- b. accept the terms of these documents and represent and warrant that you have full authority to do so on behalf of the enrolling Site.

### This enrollment is for (check one):

<input checked="" type="checkbox"/> <b>Originating Site*</b>	<input type="checkbox"/> <b>Additional Site*</b>	<input type="checkbox"/> <b>Site Information Update</b>
--	--	---

If this is an enrollment for an Originating Site\*, please indicate customer type (check one\*\*):

- Commercial
- Government\*\***
- Academic Volume Option (Attachment for Academic Volume Option applies)

\* **Note:** The Originating Site Primary Contact must, if applicable, complete and submit with their enrollment form, an Authorized Additional Site Schedule listing any and all potential Additional Sites. Failure to do so may result in delay in processing Additional Site enrollments. An Additional Site is required to be part of the Originating Site's Enterprise as defined in Section 2 of the Agreement. By completing this form as an Additional Site, you certify that this requirement has been met.

\*\* **Note:** If you are a Government customer enrolling under Commercial terms, please check **both** "Government" and "Commercial" options above. If you are a Government customer and not enrolling under Commercial terms, the Attachment for Government Option applies.

If enrolling an Additional Site, please indicate Passport Advantage Agreement Number: \_\_\_\_\_

If updating existing Site information, please indicate Passport Advantage Agreement and Site numbers: 3463317

### Please indicate which industry best describes your business:

- |   |   |
|---|---|
| <input type="checkbox"/> AEROSPACE & DEFENSE          | <input type="checkbox"/> AUTOMOTIVE                   |
| <input type="checkbox"/> BANKS                        | <input type="checkbox"/> CHEMICAL & PETROLEUM         |
| <input type="checkbox"/> COMPUTER SERVICES            | <input type="checkbox"/> CONSUMER PRODUCT GOODS       |
| <input type="checkbox"/> EDUCATION                    | <input type="checkbox"/> ELECTRONICS                  |
| <input type="checkbox"/> FINANCIAL MARKETS            | <input checked="" type="checkbox"/> <b>GOVERNMENT</b> |
| <input type="checkbox"/> INSURANCE                    | <input type="checkbox"/> HEALTH                       |
| <input type="checkbox"/> LIFE SCIENCES                | <input type="checkbox"/> MEDIA & ENTERTAINMENT        |
| <input type="checkbox"/> OTHER PRODUCTION INDUSTRIES  | <input type="checkbox"/> RETAIL                       |
| <input type="checkbox"/> TELECOMMUNICATIONS           | <input type="checkbox"/> TRAVEL & TRANSPORTATION      |
| <input type="checkbox"/> UTILITIES                    |   |
| <input type="checkbox"/> OTHER (Please Specify) _____ |   |

How many people work in your company across all locations?

1 - 1,000

More than 1,000

For each contact information box below, please complete all details. By completing this form and providing us with information on behalf of other individuals in your organization, you certify that you have confirmed that they agree to your providing their data on the form.

**Primary Contact (required):**

By completing and submitting this form, you identify yourself as the Primary Contact for this Site. IBM will communicate with you, the Primary Contact, regarding changes to the Agreement or other contractual issues. If the Primary Contact is the only contact specified, IBM may consider the Primary Contact to be the sole contact for all purposes but you will have the opportunity to update any of the Site contacts using Passport Advantage Online, to which you will be provided secure access.

The Primary Contact is responsible for requesting and authorizing account information changes, Web and tool access, and other related activities. Initially, ONLY the Primary Contact can give access to other users, including approving users who self-nominate, but the Primary Contact can create Secondary Contacts who may also perform such authorizations. The Primary Contact, plus any other user the Primary Contact authorizes to do so, will have access to the Site's Proofs of Entitlement online via Passport Advantage Online.

**(No Post Office Box addresses, please)**

**It is your responsibility to promptly notify IBM of any change of address, including e-mail address.**

**Please provide your full legal company name**

Company Name: <i>Spokane Police Department</i>		
Contact Name: <i>Carrie Aiken</i>		
Street Address: <i>1100 West Mallon</i>		
City: <i>Spokane</i>	State/Province: <i>WA</i>	ZIP Code/Postal Code: <i>99260</i>
Country: <i>USA</i>	Telephone/Ext: <i>509-625-4108</i>	Fax: <i>509-622-5888</i>
E-mail Address: <i>caiken@spokanepolice.org</i>		
VAT Number <i>&lt;If not called VAT, use country equivalent&gt;</i>		IBM Customer Number <i>8390366</i>

**IBM will not use this information for any purpose beyond the scope of this Passport Advantage Agreement.**



**Administration Contact (if different from the Primary Contact above):**

The person you designate in this information box will be sent Software Subscription and Support Renewal notices, Proofs of Entitlement (unless overridden on a transactional basis by your purchase order to IBM, where applicable), and other related communications. Electronic Proofs of Entitlement may also be sent to your Business Partner when you obtain new licenses or other Passport Advantage Eligible products through them.

**(No Post Office Box addresses, please)**

**Please provide your full legal company name It is your responsibility to promptly notify IBM of any change of address, including e-mail address.**

Company Name: <i>Spokane Police Department</i>		
Contact Name: <i>Richard Cain</i>		
Street Address: <i>1100 West Mallon</i>		
City: <i>Spokane</i>	State/Province: <i>WA</i>	ZIP Code/Postal Code: <i>99260</i>
Country: <i>USA</i>	Telephone/Ext: <i>509-625-4197</i>	Fax: <i>509-622-5888</i>
E-mail Address: <i>rcain@spokanepolice.org</i>		

**IBM will not use this information for any purpose beyond the scope of this Passport Advantage Agreement.**

**Site Technical Contact:**

The Site Technical Contact specified below is responsible for overall support compliance for this Passport Advantage site and for authorizing and maintaining access for their Site's technical support personnel to enable their use of support-related Web and tools access. This contact will also receive a letter with important Technical Support Information concerning access to IBM Software Support. It is your responsibility to promptly notify IBM of any change of address, including e-mail address.

**Please provide your full legal company name**

Company Name: <i>Spokane Police Department</i>		
Contact Name: <i>Dusty Patrick</i>		
Street Address: <i>1100 West Mallon</i>		
City: <i>Spokane</i>	State/Province: <i>WA</i>	ZIP Code/Postal Code: <i>99260</i>
Country: <i>USA</i>	Telephone/Ext: <i>509-625-4195</i>	Fax: <i>509-622-5888</i>
E-mail Address: <i>dpatrick@spokanepolice.org</i>		

**IBM will not use this information for any purpose beyond the scope of this Passport Advantage Agreement.**

**Language:**

For countries where there is more than one official language (for example, Canada, Switzerland, and Belgium), please indicate in which official language you wish to receive communications from IBM regarding your Passport Advantage relationship: \_\_\_\_\_

Please note that while IBM will make all reasonable efforts to meet your request, communications may not be available in all languages.

---

Approved as to form:

  
Assistant City Attorney



## International Passport Advantage Agreement

---

This IBM International Passport Advantage Agreement ("Agreement") governs transactions by which Customer acquires Eligible Products. Customer Originating Company and IBM Originating Company agree to coordinate the administration of this Agreement within their respective Enterprises. This Agreement is entered into with the understanding that both Customer Originating Company and IBM Originating Company are bound by its terms. Both Customer Originating Company and IBM Originating Company agree to distribute copies of this Agreement to their respective participating Enterprise companies. The Customer Originating Company is responsible for all Sites' compliance with the terms of this Agreement.

This Agreement, including any applicable Attachments, Terms of Use, and any Transaction Documents is the complete agreement regarding transactions by which Customer acquires Eligible Products, and replace any prior oral or written agreements, communications, representations, statements, understandings, warranties, promises, covenants, commitments, or undertakings between Customer and IBM concerning Passport Advantage.

If there is a conflict among the terms of this Agreement, Attachments, Terms of Use, and Transaction Documents, those of an Attachment prevail over those of this Agreement, those of Terms of Use prevail over those of an Attachment and this Agreement, and the terms of a Transaction Document prevail over those of this Agreement, the Terms of Use, and an Attachment.

Once this Agreement is accepted, 1) unless prohibited by applicable law or specified otherwise, any reproduction of it or a Transaction Document made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and 2) all Eligible Products ordered under this Agreement are subject to it.

### 1. General

#### 1.1 Agreement Structure

This Agreement is organized in six Parts:

Part 1 – General includes terms regarding Agreement Structure, Attachments and Transaction Documents, Definitions, Acceptance of Terms, Delivery, Payment, Taxes, RSVP Level, Changes to Agreement Terms, Eligible Products, IBM Business Partners and Resellers, Intellectual Property Protection, Limitation of Liability, General Principles of Our Relationship, Agreement Termination, Compliance Verification, and Geographic Scope and Governing Law.

Part 2 – Warranties includes terms regarding Warranty for IBM Programs, Warranty for IBM Software Subscription and Support and Selected Support, Warranty for IBM Machine Components of IBM Appliances, Warranty for IBM SaaS, and Extent of Warranty.

Part 3 – Programs and Subscription and Support includes terms regarding IBM Programs, Programs in a Virtualization Environment, Fixed Term Licensing, CEO Product Categories, and Software Subscription and Support and Selected Support.

Part 4 – Appliances includes terms regarding Virtual Appliance, Appliances Comprising Both Program and Machine Components, Program Components and Machine Components.

Part 5 – IBM SaaS includes terms regarding Ownership, Customer's Right to Use, Subscription to IBM SaaS, IBM SaaS Technical Support, Content, and Termination of IBM SaaS.

Part 6 – Country-unique Terms.

#### 1.2 Attachments and Transaction Documents

Additional terms for Eligible Products are in documents called "Attachments" and "Transaction Documents" provided by IBM. Depending upon their country of use, Attachments may have different names. In general, Attachments contain terms that may apply to more than one transaction, while Transaction Documents (such as a supplement, schedule, invoice, exhibit, or addendum) contain specific details and terms related to an individual transaction. Customer may receive one or more Transaction Documents for a single transaction. Attachments and Transaction Documents are part of this Agreement only for those transactions to which they apply. Each transaction is separate and independent from other transactions.

#### 1.3 Definitions

**Additional Site** – any Site that subsequently enrolls under this Agreement.

**Anniversary** – the first day of the month that follows the anniversary of the Effective Date, unless the Effective Date is the first day of a month, in which event the anniversary of the Effective Date is the Anniversary.

**Appliance** – an Eligible Product, designed for a particular function and not for general purpose computing tasks, that may be a Program (in the case of a “Virtual Appliance”) or composed of a Program Component, a Machine Component, and any Machine Code Component that IBM may provide to Customer.

**Audit Reports** – a set of reports available in the IBM License Metric Tool (“ILMT”), or by another method acceptable to IBM as specified at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> . These reports provide the Processor Value Unit (“PVU”) license requirements based on the Virtualization Capacity available to the Eligible Sub-Capacity Product.

**CEO User** – an individual to whom a machine has been assigned that is capable of copying, using, or extending the use of Programs in a CEO Product Category.

**Content** – information, software, and data, including, without limitation, any Personal Data, hypertext markup language files, scripts, programs, recordings, sound, music, graphics, images, applets, or servlets that are created, provided, uploaded, or transferred by Customer and any user authorized by Customer.

**Customer** – the customer Enterprise company that is ordering Eligible Products.

**Customer Originating Company** – the legal entity within Customer’s Enterprise of which the entity that identifies itself as the “Originating Site” on an “IBM International Passport Advantage Enrollment Form” is a part.

**Customer-set-up Machine Component** – an IBM Machine Component that Customer is responsible for installing according to instructions provided with it.

**Date of Installation** –

- a. for a Customer-set-up Machine Component, the date on Customer’s purchase invoice or sales receipt for the Appliance is the Date of Installation, unless IBM or Customer’s IBM reseller informs Customer otherwise.
- b. for an IBM Machine Component that IBM is responsible for installing, the business day after the day IBM installs it or, if Customer defers installation, makes it available to Customer for subsequent installation by IBM;

**Effective Date** – the date IBM accepts Customer’s initial order for Eligible Products, either directly from Customer or from Customer’s reseller.

**Eligible Operating System Technology** – an operating system for which Sub-Capacity Licensing is available and specified at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> .

**Eligible Processor Technology** – a processor technology for which Sub-Capacity Licensing is available and specified at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> .

**Eligible Products** – commercially available IBM Programs, Non-IBM Programs, Selected Support, authorizations to increase Customer’s use of a Program, IBM Trade-ups, Competitive Trade-ups, Annual IBM Software Subscription and Support Renewals, IBM Software Subscription and Support Reinstatement, Annual Third Party Software Subscription and Support Renewals, Third Party Software Subscription and Support Reinstatement, Selected Support renewals, IBM SaaS, and Appliances.

**Eligible Sub-Capacity Product** – a Product for which Sub-Capacity Licensing is available and specified at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> .

**Eligible Virtualization Environment** – a server or a group of servers cooperating as a single computing entity that contain an Eligible Processor Technology, an Eligible Operating System Technology, and an Eligible Virtualization Technology.

**Eligible Virtualization Technology** – a virtualization technology for which Sub-Capacity Licensing is available and specified at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> . An Eligible Virtualization Technology is capable of restricting processor capacity to a subset of the total physical capacity, sometimes referred to as partition, LPAR, or virtual machine.

**Engineering Change** – an update to modify certain aspects of the design of an installed Machine Component, including without limitation the design of a certain Machine Component part(s) or Machine Code Component.

**Enterprise** – any legal entity that, by more than 50%, owns, is owned by, or is under common ownership with the Originating Company.

**Fixed Term** – a definite period of time specified by IBM in a Transaction Document, for example, in a Program's PoE.

**Full Capacity** – The total number of physical processor cores activated and available for use on a server.

**IBM** – the IBM Enterprise company that is providing Eligible Products.

**IBM Business Partner** – an organization with which IBM has signed agreements to promote, market, and, in some instances, support certain Eligible Products.

**IBM Machine Component** – a Machine Component bearing an IBM logo.

**IBM Originating Company** – the legal entity within International Business Machines Corporation's Enterprise that accepts the Customer Originating Company's orders.

**IBM Program** – a Program acquired under this Agreement and subject to the IPLA, including its LI.

**IBM Software as a Service ("IBM SaaS")** – offerings IBM makes available to Customer remotely through the Internet providing access to (i) functionality of Programs, (ii) infrastructure, and (iii) technical support. IBM SaaS is not a Program but may require Customer to download enabling software in order to use it. IBM SaaS is an Eligible Product.

**IBM SaaS User** – one who accesses IBM SaaS using a user account identification and password associated with Customer's IBM SaaS account and provided by Customer.

**IBM Software Subscription and Support** – software subscription and support provided for IBM Programs licensed under the IPLA. See **3.5.1 IBM Software Subscription and Support** for further description.

**IPLA** – IBM's International Program License Agreement. The IPLA is included with each IBM Program in the Program's directory, in a library identified as "License," a booklet, or on a CD. It is also available on the Internet at <http://www.ibm.com/software/sla> and from IBM and its resellers.

**License Information ("LI")** – a document that provides information and any additional terms specific to a Program. The Program's LI is available at <http://www.ibm.com/software/sla/>. The LI can also be found in the Program's directory, by the use of a system command, or as a booklet included with the Program.

**Machine Code Component** – microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, diagnostics, and any other code (all subject to any exclusions in the license provided with it) delivered with an IBM Machine Component for the purpose of enabling the Machine Component's function, as stated in its Specifications.

**Machine Component** – a hardware device, features, conversions, Upgrades, elements, or accessories, or any combination of them. The term "Machine Component" includes an IBM Machine Component and any non-IBM Machine Component (including other equipment) that IBM may provide to Customer.

**Non-IBM Program** – a Program that is governed by the terms of the third party end user license agreement that accompanies it. IBM is not a party to the third party end user license agreement and assumes no obligations under it.

**Originating Company** – the legal entity that is authorized to execute and administer this Agreement on behalf of an Enterprise. The Originating Company need not be a "company" and may be the entire Enterprise.

**Originating Site** – Originating Company Site.

**Personal Data** – any information that can be used to identify a specific individual, such as name, email address, home address, or phone number that is provided to IBM to store, process, or transfer on Customer's behalf.

**Processor Chip** – Electronic circuitry containing one or more Processor Cores that plugs into a Processor Socket.

**Processor Core** – A physical functional unit within a computing device that interprets and executes program instructions and consists of at least one instruction control unit and one or more arithmetic and logic units. A multi-core technology allows two or more Processor Cores to be active on a single Processor Chip. A System z Integrated Facility for Linux (IFL) engine is considered a single Processor Core.

**Processor Socket** – Electronic circuitry that accepts a Processor Chip.

**Processor Value Unit (“PVU”)** – A metric used by IBM to assign a value to a Processor Core. The Processor Value Unit licensing model is described at [http://www.ibm.com/software/lotus/passportadvantage/pvu\\_licensing\\_for\\_customers.html](http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html) .

**Program** – the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

**Program Component** – an IBM Program or Non-IBM Program that is preinstalled on a Machine Component.

**Proof of Entitlement (“PoE”)** – the document in which IBM specifies an Eligible Product’s level of authorized use. This PoE, supported by Customer’s matching paid invoice or receipt, is evidence of Customer’s level of authorized use.

**RSVP** – Relationship Suggested Volume Price.

**Selected Program** – a Non-IBM Program or an IBM Program licensed under the terms of the IBM License Agreement for Non-Warranted Programs.

**Selected Support** – Support for specified Selected Programs.

**Service Provider** – an entity that provides information technology services for end user customers, either directly or through a reseller.

**Site** – any defined entity, such as a physical location or organizational unit, e.g., a department, division, subsidiary or cost center, of Customer’s Enterprise and for which IBM assigns a Passport Advantage Site Number.

**Specifications** – information specific to a Machine Component. IBM Machine Component Specifications are in a document entitled “Official Published Specifications.”

**Sub-Capacity Licensing** – Licensing of Eligible Sub-Capacity Products based on Virtualization Capacity.

**Subscription Period** – the time during which IBM SaaS is made available to Customer as specified in the applicable Transaction Document.

**SVP** – Suggested Volume Price.

**Term** – the period that begins either on the date IBM accepts Customer’s initial order (in the case of the initial Term) or on the Anniversary (in the case of subsequent Terms), and ends on the day immediately prior to the next Anniversary.

**Terms of Use (“ToU”)** – additional terms under which IBM makes IBM SaaS offerings available to Customer and viewed at <http://www.ibm.com/software/sla/slabd.nsf/sla/tou/> .

**Third Party Software Subscription and Support** – software subscription and support provided under the third party’s terms for Non-IBM Programs. See **3.5.1 Software Subscription and Support** for further description.

**Upgrade** – a change to a Machine Component to modify, add, remove, enable, or disable a certain Machine Component resource or function. Each such change can be accomplished through a Machine Component conversion, or through the conversion, addition, removal, or exchange of a Machine Component’s feature(s), but only to the extent announced and supported by IBM for the Machine Component.

**Virtualization Capacity** – the highest peak processor capacity available to an Eligible Sub-Capacity Product when deployed on an Eligible Virtualization Environment in accordance with the rules specified at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> .

#### **1.4 Acceptance of Terms**

The Customer Originating Company and thereafter each of its participating Enterprise companies accepts this Agreement without modification by submitting an IBM International Passport Advantage Enrollment Form to IBM or the reseller(s) from whom they have chosen to acquire Eligible Products, as applicable. This Agreement is effective on the Effective Date and remains in effect until the Customer Originating Company or the IBM Originating Company terminates it in accordance with **Section 1.15 Agreement Termination**.

An Eligible Product becomes subject to this Agreement when IBM accepts Customer’s order by i) sending Customer a Transaction Document, ii) making the Program or IBM SaaS available to Customer or, when applicable, shipping the Appliance, or iii) providing the support, service, or solution.

Any Attachment or Transaction Document will be signed by both parties if requested by either party.

**1.5 Delivery**

Transportation charges, if applicable, will be specified in a Transaction Document. For Programs IBM provides to Customer in tangible form, IBM fulfills its shipping and delivery obligations upon delivery of such Programs to the IBM-designated carrier, unless otherwise agreed to in writing by Customer and IBM.

**1.6 Payment**

- a. When Customer acquires Eligible Products from a reseller, Customer pays reseller directly.
- b. When Customer acquires Eligible Products from IBM, Customer agrees to pay as IBM specifies in its invoice or equivalent document, including any late payment fee; and
- c. The amount payable for a Program license may either be a one-time charge or a charge for a Fixed Term, depending on the type of license.

**1.7 Taxes**

If, as a result of Customer moving, accessing, or using an Eligible Product across a border, any authority imposes a customs duty, tax, levy or fee (including withholding taxes for the import or export of any such Eligible Product), then Customer agrees that it is responsible for, and will pay, any such customs duty, tax, levy or fee. This excludes those taxes based on IBM's net income.

**1.8 RSVP Level**

The initial "RSVP Level" is established by the point value of the initial order. If Customer acquires additional Eligible Products during a Term, Customer may attain higher RSVP Levels. The higher RSVP Level applies only when Customer acquires additional Eligible Products after the higher level is attained, except where the point value of an individual order by itself exceeds the point requirement for a higher "SVP Level." In such case, the higher SVP Level applies to the order.

At the first and each subsequent Anniversary, the RSVP Level is set, based on the Eligible Products Customer has acquired during the previous Term. If, in a subsequent Term, the point value of the Eligible Products Customer acquires during that Term is less than the point value necessary to maintain the current RSVP Level, then at the next Anniversary the RSVP Level will be reduced to reflect the level at which Customer is currently acquiring Eligible Products but not by more than one RSVP Level.

**SVP/RSVP Level Table:**

SVP/RSVP Level	BL	D	E	F	G	H
Points	<500	500	1,000	2,500	5,000	10,000

**1.9 Changes to Agreement Terms**

IBM may change the terms of this Agreement by giving the Customer Originating Company three months' written notice by letter or e-mail. Such change applies as of the date IBM specifies in the notice. Customer agrees that Customer has consented to any such change if Customer does not notify IBM in writing prior to the effective date specified in IBM's written notice that Customer disagrees with the change.

Otherwise, for a change to be valid, both the Customer Originating Company and the IBM Originating Company must sign it. Additional or different terms in any order or written communication from Customer are void.

**1.10 Eligible Products**

Each orderable part number for an Eligible Product is assigned a point value, which may be zero. This point value is used to determine Customer's RSVP or a transaction's SVP, as applicable. See Section **1.8 RSVP Level** above.

IBM may add or withdraw Eligible Products or change an Eligible Product's SVP or point value at any time. If IBM withdraws an Eligible Product from marketing, Customer will no longer be able to acquire it under this Agreement.

If IBM withdraws a Program or a version of a Program from marketing, Customer may not increase its level of use, beyond the authorizations already acquired, on or after the effective date of withdrawal without IBM's prior written consent, which IBM will not unreasonably withhold.

### **1.11 IBM Business Partners and Resellers**

In addition to acquiring Eligible Products from IBM, the Originating Site and the Additional Sites may acquire them from IBM Business Partners and resellers. Not all resellers, however, are authorized to resell all Eligible Products.

When Customer orders Eligible Products from Customer's IBM Business Partner(s) or reseller(s), IBM is not responsible for 1) their actions, 2) any additional obligations they have to Customer, or 3) any products or services that they supply to Customer under their agreements. When Customer acquires Eligible Products from an IBM Business Partner or reseller, the IBM Business Partner or reseller sets the charges and payment terms.

### **1.12 Intellectual Property Protection**

For purposes of this Section 1.12, the term "Product" means an IBM Program, Machine Code Component, or IBM Machine Component.

#### **1.12.1 Third Party Claims**

If a third party asserts a claim against Customer that a Product infringes that party's patent or copyright, IBM will defend Customer against that claim at IBM's expense and pay all costs, damages, and attorney's fees that a court finally awards against Customer or that are included in a settlement approved in advance by IBM, provided that Customer:

- a. promptly notifies IBM in writing of the claim;
- b. allows IBM to control, and cooperate with IBM in, the defense and any related settlement negotiations; and
- c. is and remains in compliance with the Product's license and other terms and Customer's obligations under Remedies below.

#### **1.12.2 Remedies**

If such a claim is made or appears likely to be made, Customer agrees to permit IBM, in IBM's discretion, to: i) enable Customer to continue to use the Product; ii) modify it; or iii) replace it with one that is at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available, Customer agrees to immediately discontinue use of the Product and return it and all copies to IBM on IBM's written request. IBM will then give Customer a credit equal to the amount Customer paid for the returned Product (if the Product is subject to Fixed Term charges, up to twelve months' charges).

#### **1.12.3 Claims for Which IBM is Not Responsible**

IBM has no obligation regarding any claim arising from or related to any of the following:

- a. anything provided by Customer or a third party on Customer's behalf that is incorporated into a Product or IBM's compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer's behalf;
- b. modification of a Product by Customer or a third party on Customer's behalf;
- c. a Product's use other than in accordance with its applicable licenses and restrictions or use of a non-current version or release of a Product, when a claim could have been avoided or the risk of a claim reduced by using the current version or release;
- d. the combination, operation, or use of the Product with any program, hardware device, data, apparatus, method, or process;
- e. the distribution, operation, or use of the Product outside Customer's Enterprise or for the benefit of any third party; or
- f. Separately Licensed Code, if any, as identified in the LI for the Product.

The LI for the Product or other documents may permit Customer to copy, modify, or redistribute all or portions of the Product without paying additional licensing fees to IBM. The indemnification obligation under this Agreement only applies to copies of the Product provided to Customer by IBM and additional copies expressly authorized in a PoE. IBM has no obligation for claims relating to copies of the Product



neither provided by IBM nor specifically authorized by a POE, even if permitted by the LI for the Product or other documents.

This Intellectual Property Protection section states IBM's entire obligation and Customer's exclusive remedy regarding any third party intellectual property claims. This Intellectual Property section does not obligate in any manner any third-party supplier of code (including Separately Licensed Code) included with or part of the Product.

### **1.13 Limitation of Liability**

The limitations and exclusions in this **Section 1.13 (Limitation of Liability)** apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

#### **1.13.1 Items for Which IBM May Be Liable**

Circumstances may arise where, because of a default on IBM's part or other liability, Customer is entitled to recover damages from IBM. Regardless of the basis on which Customer is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all claims in the aggregate arising from or related to each Eligible Product or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the greater of U.S. \$100,000 (or equivalent in local currency) or the charges (if the Eligible Product is IBM SaaS or is subject to Fixed Term charges, up to 12 months' charges) Customer paid for the Eligible Product that is the subject of the claim.

This limit also applies to any of IBM's Eligible Product developers and suppliers. It is the maximum for which IBM and its Eligible Product developers and suppliers are collectively responsible. Damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable are not subject to a cap on the amount of damages.

#### **1.13.2 Items for Which IBM Is Not Liable**

**UNDER NO CIRCUMSTANCES IS IBM, ITS ELIGIBLE PRODUCT DEVELOPERS, OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:**

- a. **LOSS OF, OR DAMAGE TO, DATA;**
- b. **SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR**
- c. **LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

### **1.14 General Principles of Our Relationship**

#### **1.14.1 Notices and Communications**

To the extent permissible under applicable law, the parties consent to the use of electronic means and facsimile transmissions to send and receive communications in connection with our business relationship arising out of this Agreement, and such communications are acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

#### **1.14.2 Assignment and Resale**

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to assign without consent is void. The assignment of this Agreement, in whole or in part, within the Enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments without obtaining Customer's consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

Customer agrees that Eligible Products are for use within Customer's Enterprise only and may not be resold, rented, leased, or transferred to third parties. Any attempt to do so in violation of these provisions is void.

#### **1.14.3 Compliance with Laws**

IBM will comply with laws applicable to IBM generally as a provider of information technology products and services. IBM is not responsible for determining the requirements of laws applicable to Customer's business, including those relating to Eligible Products that Customer acquires under this Agreement, or that IBM's provision of or Customer's receipt of particular Eligible Products under this Agreement meets

the requirements of such laws. Notwithstanding anything in this Agreement to the contrary, neither party is obligated to take any action that would violate law applicable to that party.

Each party agrees to comply with all applicable export and import laws and regulations including without limitation United States embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.

#### **1.14.4 Dispute Resolution**

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any such claim and all respective rights related to the claim lapse.

#### **1.14.5 Other Principles of Our Relationship**

- a. Neither party grants the other the right to use its (or any of its Enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent.
- b. The exchange of any confidential information will be made under a separate, signed confidentiality agreement. However, to the extent confidential information is exchanged in connection with any Eligible Product under this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement.
- c. This Agreement and any transaction under it do not create an agency, joint venture, or partnership between Customer and IBM. Each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.
- d. Customer authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors, IBM Business Partners, and resellers) to store and use Customer's business contact information wherever they do business, in connection with IBM Eligible Products or in furtherance of IBM's business relationship with Customer.
- e. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Customer except as described in section 1.12 (Intellectual Property Protection) above or permitted in Section 1.13 (Limitation of Liability) above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.
- f. Customer is responsible for selecting the Eligible Products that meet its needs and for the results obtained from the use of the Eligible Products, including Customer's decision to implement any recommendation concerning Customer's business practices and operations.
- g. Eligible Products may not be used to provide commercial hosting or other commercial information technology services to third parties.
- h. Where approval, acceptance, consent, or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld.
- i. Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control.
- j. Customer agrees that their use of IBM SaaS will comply with the IBM acceptable use policy at <http://www.ibm.com/services/us/imc/html/aup.html> and applicable data protection laws.
- k. As reasonably required by IBM to fulfill its obligations under this Agreement, Customer agrees to provide IBM with sufficient and safe access (including remote access) to Customer's facilities, systems, information, personnel, and resources, all at no charge to IBM. IBM is not responsible for any delay in performing or failure to perform caused by Customer's delay in providing such access or performing other Customer responsibilities under this Agreement.
- l. In entering into this Agreement, including each Attachment, ToU, and Transaction Document, neither party is relying on any representation that is not specified in this Agreement, including without limitation any representations concerning: i) performance or function of any Eligible Product, other than as expressly warranted in this Agreement; ii) the experiences or recommendations of other parties; or iii) any results or savings that Customer may achieve.

## 1.15 Agreement Termination

The Customer Originating Company may terminate this Agreement without cause on one month's written notice.

The IBM Originating Company may terminate this Agreement on three months' written notice. If Customer acquired or renewed either IBM Software Subscription and Support for any IBM Programs or IBM SaaS prior to the notice of termination, IBM may either continue to provide IBM Software Subscription and Support to Customer for those Programs or those IBM SaaS offerings for the remainder of the current term or give Customer a prorated refund. If Customer acquired or renewed Third Party Software Subscription and Support for any Non-IBM Programs prior to the notice of termination, the third party may continue to provide Third Party Software Subscription and Support to Customer for that Non-IBM Program license for the remainder of the current term. If the third party does not do so, Customer may obtain a prorated refund.

The Customer Originating Company will be considered to have terminated this Agreement if neither it nor any of its participating Enterprise companies have placed orders for Eligible Products for 24 consecutive months nor have software subscription and support in effect.

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement that by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

## 1.16 Compliance Verification

For purposes of this **Section 1.16 (Compliance Verification)**, "Passport Advantage Terms" means 1) this Agreement and applicable Attachments, Transaction Documents, and Terms of Use provided by IBM, and 2) IBM software policies that may be found at the IBM Software Policy website (<http://www.ibm.com/softwarepolicies/>), including but not limited to those policies concerning backup, sub-capacity pricing, and migration.

The rights and obligations set forth in this **Section 1.16** remain in effect during the period the Eligible Product is in the possession or control of Customer, and for two years thereafter.

### 1.16.1 Verification Process

Customer agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Customer's use of all Eligible Products is in compliance with the Passport Advantage Terms, including, without limitation, all of IBM's applicable licensing and pricing qualification terms. Customer is responsible for 1) ensuring that it does not exceed its authorized use, and 2) remaining in compliance with Passport Advantage Terms.

Upon reasonable notice, IBM may verify Customer's compliance with Passport Advantage Terms at all Sites and for all environments in which Customer uses (for any purpose) Eligible Products subject to Passport Advantage Terms. Such verification will be conducted in a manner that minimizes disruption to Customer's business, and may be conducted on Customer's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

### 1.16.2 Resolution

IBM will notify Customer in writing if any such verification indicates that Customer has used any Eligible Product in excess of its authorized use or is otherwise not in compliance with the Passport Advantage Terms. Customer agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use, 2) software subscription and support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

## 1.17 Geographic Scope and Governing Law

### 1.17.1 Geographic Scope

The terms of this Agreement apply in countries in which 1) IBM markets its Eligible Products directly or 2) its Eligible Products have been announced as otherwise available.

### **1.17.2 Governing Law**

The rights, duties, and obligations of each party are valid only in the country in which the transaction is performed or, if IBM agrees, the country where the Eligible Product is placed in productive use, except that all licenses are valid as specifically granted.

Both parties agree to the application of the laws of the country in which the transaction is performed to govern, interpret, and enforce all of Customer's and IBM's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

## **2. Warranties**

Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition.

### **2.1 Warranty for IBM Programs**

The warranty for an IBM Program is stated in its license agreement.

### **2.2 Warranty for IBM Software Subscription and Support and Selected Support**

IBM warrants that it provides IBM Software Subscription and Support and Selected Support using reasonable care and skill.

### **2.3 Warranty for IBM Machine Components of IBM Appliances**

IBM warrants that each IBM Machine Component is free from defects in materials and workmanship and conforms to its Specifications.

The warranty period for an IBM Machine Component is a fixed period commencing on its Date of Installation (also called "Warranty Start Date") and specified in a Transaction Document. During the warranty period, IBM provides repair and exchange service for the IBM Machine Component, without charge, under the type of service IBM designates in a Transaction Document for the IBM Machine Component. If an IBM Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Customer may return it to the party from whom Customer acquired it for a refund.

For an IBM Machine Component that IBM is responsible to install, if Customer elects to install the IBM Machine Component itself or have a third party install the IBM Machine Component, IBM may inspect the IBM Machine Component at Customer's expense before providing warranty service on the IBM Machine Component. If the IBM Machine Component is not in an acceptable condition for warranty service, as solely determined by IBM, Customer may request that IBM restore it to an acceptable condition for warranty service or Customer may withdraw its request for warranty service. IBM, at its sole discretion, will determine if restoration is possible. Restoration is provided as a billable service.

If the IBM Machine Component does not function as warranted during the warranty period, refer to the service documentation that shipped with the IBM Machine Component for support assistance and problem determination procedures.

If Customer is unable to resolve the problem with the service documentation, contact IBM or the reseller to obtain warranty service. Contact information for IBM is provided in the "Warranty Information" that ships with IBM Machine Component. If Customer does not register the IBM Machine Component with IBM, Customer may be required to present proof of purchase as evidence of Customer's entitlement to warranty service.

### **2.4 Warranty for IBM SaaS**

The warranty for IBM SaaS is stated in the Terms of Use.

### **2.5 Extent of Warranty**

**THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND**

## **FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.**

The warranties stated in Section 2.3 will not apply to the extent that there has been misuse (including, but not limited to, use of any Machine Component capacity or capability, other than that authorized by IBM in writing), accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by Customer or a third party, or failure or damage caused by a product for which IBM is not responsible. The warranty for IBM Machine Components is voided by removal or alteration of Machine Components or parts identification labels.

### **Items Not Covered by Warranty**

IBM does not warrant uninterrupted or error-free operation of an Eligible Product or that IBM will correct all defects.

IBM will identify IBM Eligible Products that it does not warrant.

Unless otherwise specified in an Attachment or Transaction Document, IBM provides non-IBM Eligible Products, **WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND**. However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranties to Customer.

## **3. Programs and Subscription and Support**

To acquire additional authorizations to use Programs under this Agreement, Customer must have already acquired the Program code.

### **3.1 IBM Programs**

IBM Programs acquired under this Agreement are governed by the terms of the IPLA.

#### **3.1.1 Versions and Platforms:**

Customer may use Programs and their associated user documentation in accordance with the terms of this Agreement in any commercially available national language version up to the level of use authorized in the PoE. Customer is authorized to use the Program(s) that Customer acquires under this Agreement on any platform or operating system for which IBM currently makes Program code available under this Agreement unless the Program is designated as platform or operating system specific at the time Customer acquired it.

#### **3.1.2 IBM Trade-ups:**

Licenses for certain Programs that replace qualifying IBM Programs may be acquired for a reduced charge. Customer agrees to terminate Customer's use of the replaced IBM Programs when Customer installs the replacement Programs.

#### **3.1.3 Competitive Trade-ups:**

Licenses for certain Programs that replace qualifying Non-IBM Programs may be acquired for a reduced charge. Customer agrees to terminate Customer's use of the replaced Non-IBM Programs when Customer installs the replacement Programs.

#### **3.1.4 Money-back Guarantee**

The IPLA's "money-back guarantee" only applies the first time Customer licenses the IBM Program. If an IBM Program license is for a Fixed Term that is subject to renewal, Customer may obtain a refund only if Customer returns the Program and its PoE within the first 30 days of its initial term. The IPLA's "money-back guarantee" does not apply to a Program Component of an Appliance.

#### **3.1.5 Conflict between the Terms of this Agreement and those of the IPLA**

If there is a conflict between the terms of this Agreement, including its Attachments and Transaction Documents and those of the IPLA, including its LI, the terms of this Agreement prevail. The IPLA and its LIs are available on the Internet at <http://www.ibm.com/software/sla>.

## **3.2 Programs in a Virtualization Environment**

### **3.2.1 Authorizations**

- a. A PoE must be acquired for the total number of PVUs associated with the Virtualization Capacity available to an Eligible Sub-Capacity Product.
- b. Prior to an increase in an Eligible Sub-Capacity Product's Virtualization Capacity, Customer must first acquire sufficient additional authorizations, including IBM Software Subscription and Support, if applicable, to cover that increase.

- c. IBM does not give credits or refunds for charges already due or paid if an Eligible Product's use falls below the authorized level of use.

### **3.2.2 IBM's Responsibilities**

IBM will make available and authorize Customer to use:

- a. the ILMT at no charge, when ordered by Customer or Customer's IBM Reseller. IBM provides the ILMT to Customer for Customer's compliance with these Sub-Capacity Licensing terms; and
- b. the information center included with the ILMT to aid Customer's compliance with these Sub-Capacity Licensing terms.

Customer may make copies of the ILMT and information center for Customer's compliance with these Sub-Capacity Licensing terms.

### **3.2.3 Customer's Responsibilities under Sub-Capacity Licensing Terms**

Customer agrees to:

- a. install and configure the most current version of ILMT in accordance with the ILMT information center, within 90 days of Customer's first Eligible Sub-Capacity Product deployment on an Eligible Virtualization Environment, to enable Customer to collect Virtualization Capacity data by Eligible Sub-Capacity Product and generate Audit Reports in accordance with these Sub-Capacity Licensing terms. Exceptions to this requirement are:
  - (1) when ILMT does not yet provide support for the Eligible Virtualization Environment
  - (2) if Customer's Enterprise has fewer than 1,000 employees and contractors, Customer is not a Service Provider, and Customer has not contracted with a Service Provider to manage Customer's Eligible Virtualization Environment
  - (3) if the total physical capacity of Customer's Enterprise servers with an Eligible Virtualization Environment, measured on a Full Capacity basis, but licensed using sub-capacity terms is less than 1,000 PVUs.
  - (4) when Customer's servers with Eligible Sub-Capacity Products are licensed to the Full Capacity of the servers

For these exceptions, use of ILMT, while recommended, is not required for Sub-Capacity Licensing. In lieu of ILMT, Customer is required to manually manage and track Customer's Eligible Virtualization Environment, and manually prepare Audit Reports documenting the Virtualization Capacity by Eligible Sub-Capacity Product for Customer's Eligible Virtualization Environment during each calendar or fiscal quarter. These Audit Reports must contain the information listed in the example Audit Report available at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>. These Audit Reports must be prepared as frequently as is required to maintain a history of increases to Virtualization Capacity, but not less often than once per quarter, and must be maintained for at least two years to demonstrate ongoing compliance with these Sub-Capacity Licensing terms;

- b. promptly install new versions, releases, modifications, or code corrections ("fixes") of the ILMT that IBM makes available. Customer must subscribe to Tivoli Support notifications via <http://www.ibm.com/support/mynotifications> in order to be notified when these become available;
- c. not alter, modify, omit, delete, or otherwise misrepresent by any means, directly or indirectly, the:
  - (1) ILMT audit records;
  - (2) ILMT, except for changes provided by IBM; or
  - (3) Audit Reports that Customer submits to IBM.
- d. generate, using ILMT or manually, Audit Reports at least each calendar or fiscal quarter and retain for a period of not less than two years the Audit Reports and make these reports available to IBM upon notice as specified in Section 1.16. Failure to generate Audit Reports or make Audit Reports available to IBM will result in charging for Eligible Sub-Capacity Products under Full Capacity terms;
- e. assign a person in Customer's organization with authority to manage and promptly resolve any questions on Audit Reports or inconsistencies between Audit Report contents, license entitlement, or ILMT configuration;
- f. promptly place an order with IBM or Customer's IBM reseller if Audit Reports reflect Eligible Sub-Capacity Product use in excess of Customer's authorized level. IBM Software Subscription and

Support coverage will be determined to begin at the time Customer exceeded Customer's authorized level.

#### **3.2.4 Additional Terms**

Product deployments that are not able to meet these Sub-Capacity Licensing requirements must be licensed using Full Capacity terms.

### **3.3 Fixed Term Licensing**

Fixed Term Licenses have a term that begins on the date that Customer's order is accepted by IBM; on the calendar day following the expiration of a prior Fixed Term; or on the calendar day following the Anniversary date, as applicable.

#### **3.3.1 Automatic Renewal of Fixed Term Licenses**

Customer may renew Customer's expiring Fixed Term License by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

**IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, EXPIRING FIXED TERM LICENSES ARE AUTOMATICALLY RENEWED FOR THE SAME DURATION AS THE EXPIRING TERM UNDER THE TERMS OF THIS AGREEMENT AND AT THE THEN CURRENT RENEWAL CHARGES FOR SUCH PROGRAM LICENSES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM CUSTOMER OR THROUGH CUSTOMER'S RESELLER, AS APPLICABLE, CUSTOMER'S WRITTEN NOTIFICATION THAT CUSTOMER DOES NOT WANT TO RENEW. CUSTOMER AGREES TO PAY SUCH RENEWAL CHARGES.**

If Customer chooses not to renew the Fixed Term License, Customer agrees to discontinue use of the Program on the expiration date.

If, after the expiration date, Customer chooses to resume use of the Program, Customer must pay charges associated with an initial Fixed Term License rather than a Fixed Term License renewal.

#### **3.3.2 Anniversary Coordination**

For Fixed Terms of six months or more only, initial or subsequent Fixed Terms entered into on a date other than the Anniversary may be renewed at the next Anniversary for an additional period, at a prorated renewal charge, in order to extend the Fixed Term to the following Anniversary.

#### **3.3.3 Withdrawal of Fixed Term License for a particular Program**

If IBM withdraws Fixed Term licensing for a particular IBM Program, Customer understands that

- a. Customer may not renew the Fixed Term License for that IBM Program; and
- b. if Customer renewed the Fixed Term License for that IBM Program prior to the notice of withdrawal, Customer may either (a) continue to use the Program under the Fixed Term License terms until the end of the then current Fixed Term or (b) obtain a prorated refund.

### **3.4 CEO Product Categories**

"CEO Product Categories" (groupings of Eligible Products) are acquired on a per-user basis. Customer must acquire Customer's first CEO Product Category ("Primary Product Category") for all CEO Users within Customer's Enterprise and for not less than the number of CEO Users specified in the CEO Product Categories Table at <http://www.ibm.com/software/passportadvantage> .

Customer may acquire additional CEO Product Categories if Customer meets the minimum number of CEO Users requirement specified in the CEO Product Category in the CEO Product Categories Table at <http://www.ibm.com/software/passportadvantage> . However, Customer need not acquire additional CEO Product Categories for all CEO Users within Customer's Enterprise.

A CEO User may use any or all of the Programs included in a chosen CEO Product Category. But all IBM Programs that are used for client access must be acquired from the same CEO Product Category as the server Program they access.

#### **CEO Product Categories: Additions and Deletions**

IBM may add Eligible Products to or delete Eligible Products from any CEO Product Category at any time. If IBM deletes an Eligible Product from a CEO Product Category, Customer may continue to use the deleted Eligible Product but Customer may not exceed the number of CEO Users enrolled prior to the deletion.

### **Increasing the number of CEO Users**

In the event Customer increases the number of CEO Users, Customer must acquire an authorization to use the CEO Product Category for each new CEO User.

### **Decreasing the number of CEO Users**

Customer will notify IBM in writing prior to Customer's next Anniversary in the event Customer's total number of CEO Users decreases. Decreases may result from a reorganization, restructuring, or sale of one or more of Customer's Sites. A reduction in the number of CEO Users of a temporary or seasonal nature does not qualify as a decrease. Following a decrease in the number of CEO Users, a lower SVP Level may result. If the level of authorized use of a CEO Product Category drops below the minimum number of CEO Users applicable to that CEO Category, Customer may not renew IBM Software Subscription and Support on a CEO Product Category basis.

## **3.5 Software Subscription and Support and Selected Support**

### **3.5.1 Software Subscription and Support**

- a. For purposes of this Agreement, "software subscription and support" means both IBM Software Subscription and Support and Third Party Software Subscription and Support. IBM provides IBM Software Subscription and Support with each IBM Program licensed under the IPLA. IBM Software Subscription and Support is a single offering not available as separate components. IBM does not provide IBM Software Subscription and Support for (i) Non-IBM Programs or for (ii) Programs that are licensed under the IBM License Agreement for Non-Warranted Programs (together "Selected Programs").
- b. IBM Software Subscription and Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.
- c. While IBM Software Subscription and Support is in effect for an IBM Program license:
  - (1) IBM will make available to Customer IBM Program defect corrections, restrictions, and bypasses, if any, that it develops.
  - (2) IBM will make available to Customer and authorize Customer to use the most current commercially available version, release, or update, should any be made available.
  - (3) IBM provides Customer assistance for Customer's i) routine, short duration installation and usage (how-to) questions; and ii) code-related questions (together "Support"). Such Support for a particular version or release of an IBM Program is available only until IBM or the third party, as applicable, withdraws Support for that IBM Program's version or release. When Support is withdrawn, Customer must upgrade to a supported version or release of the IBM Program in order to continue to receive Support. The IBM "Software Support Lifecycle" policy is available at <http://www.ibm.com/software/info/supportlifecycle/>.
  - (4) IBM provides Support via electronic access and, if available, telephone, only to Customer's information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of Customer's IBM support center. (This assistance is not available to Customer's end users.) IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Handbook for details at <http://www.ibm.com/software/support>.
  - (5) IBM may request that Customer allow it to remotely access Customer's system to assist Customer in isolating the software problem cause. Customer remains responsible for adequately protecting Customer's system and all data contained in it whenever IBM remotely accesses it with Customer's permission.
- d. IBM Software Subscription and Support does not include assistance for 1) the design and development of applications, 2) Customer's use of IBM Programs in other than their specified operating environment or 3) failures caused by products for which IBM is not responsible under this Agreement.

**FOR THE AUTHORIZED USE OF EACH IBM PROGRAM INSTALLED AND IN SERVICE AT A CUSTOMER'S SITE, CUSTOMER HAS THE OPTION TO MAINTAIN IBM SOFTWARE SUBSCRIPTION AND SUPPORT FOR EITHER (a) ALL OF THE AUTHORIZED USE OR (b) NONE OF THE AUTHORIZED USE.**



**THERE IS NO OPTION FOR MAINTAINING IBM SOFTWARE SUBSCRIPTION AND SUPPORT COVERAGE FOR ONLY A PORTION OF AUTHORIZED USE INSTALLED AND IN SERVICE FOR AN IBM PROGRAM AT A CUSTOMER SITE.**

**CUSTOMER SHALL NOT USE ANY OF THE IBM SOFTWARE SUBSCRIPTION AND SUPPORT BENEFITS SPECIFIED IN SUBSECTION C OF THIS SECTION 3.5.1, INCLUDING THE APPLICATION OR USE OF ANY FIXES, UPDATES, OR UPGRADES, FOR IBM PROGRAMS FOR WHICH CUSTOMER HAS NOT FULLY PAID IBM SOFTWARE SUBSCRIPTION AND SUPPORT. IF CUSTOMER USES ANY OF THESE BENEFITS FOR WHICH IT HAS NOT FULLY PAID, THEN CUSTOMER AGREES TO ACQUIRE IBM SOFTWARE SUBSCRIPTION AND SUPPORT REINSTATEMENT SUFFICIENT TO COVER ALL SUCH UNAUTHORIZED USE OF SUCH BENEFITS AT THEN CURRENT APPLICABLE IBM PRICES.**

### **3.5.2 Selected Support**

Selected Programs eligible for Selected Support are listed at <http://www.ibm.com/lotus/PASupportedSupportPrograms> .

Selected Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.

While Selected Support is in effect for a Selected Program:

- a. IBM will make available to Customer Selected Program defect corrections, if any, that it develops.
- b. IBM provides Customer assistance for Customer's 1) routine, short duration installation and usage (how-to) questions; and 2) code related questions. Selected Support for a particular version or release of a Program is available only until IBM withdraws Selected Support for that Program's version, release, or modification. When such Selected Support is withdrawn, Customer must upgrade to a supported version or release of the Program in order to continue to receive such support. The IBM "Software Support Lifecycle" policy does not apply to Selected Support.
- c. IBM may provide Customer with assistance in designing and developing applications based on Customer's subscription level.
- d. IBM may provide assistance via electronic access and, if available, telephone, depending on Customer's location and the subscription level Customer acquires. Such assistance is provided only to Customer's information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of Customer's IBM support center. Consult the IBM Software Support Handbook for details applicable to Selected Support at <http://www.ibm.com/software/support> .
- e. IBM may request that Customer allow it to remotely access Customer's system to assist Customer in isolating the software problem cause. Customer remains responsible for adequately protecting Customer's system and all data contained in it whenever IBM remotely accesses it with Customer's permission.

IBM does not provide licenses under this Agreement for Selected Programs.

### **3.5.3 Customer Data and Databases**

To assist Customer in isolating the cause of a problem with a Program under either IBM Software Subscription and Support or Selected Support, IBM may request that Customer 1) allow IBM to remotely access Customer's system or 2) send Customer information or system data to IBM. IBM uses information about errors and problems to improve its products and services, and assist with its provision of related support offerings. For these purposes, IBM may use IBM entities and subcontractors (including in one or more countries other than the one in which Customer is located), and Customer authorizes IBM to do so.

Customer remains responsible for 1) any data and the content of any database Customer makes available to IBM, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and 3) backup and recovery of any database and any stored data. Customer will not send or provide IBM access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that IBM may incur relating to any such information mistakenly provided to IBM or the loss or disclosure of such information by IBM, including those arising out of any third party claims.

#### **3.5.4 Automatic Annual Renewal of Software Subscription and Support and Selected Support**

Customer may renew Customer's expiring software subscription and support or Selected Support by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

**IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, EXPIRING SOFTWARE SUBSCRIPTION AND SUPPORT AND SELECTED SUPPORT ARE AUTOMATICALLY RENEWED TO THE NEXT ANNIVERSARY UNDER THE TERMS OF THIS AGREEMENT AND AT THE THEN CURRENT RENEWAL CHARGES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM CUSTOMER OR THROUGH CUSTOMER'S RESELLER, AS APPLICABLE, CUSTOMER'S WRITTEN NOTIFICATION THAT CUSTOMER DOES NOT WANT TO RENEW. CUSTOMER AGREES TO PAY SUCH RENEWAL CHARGES.**

Software subscription and support or Selected Support acquired or renewed on the Anniversary is renewable for an additional term of 12 full months.

Software subscription and support or Selected Support acquired on a date other than the Anniversary is renewable at the next Anniversary for an additional term of less than 12 full months for a pro-rated charge, thereby extending the coverage to the following Anniversary.

To reinstate any expired software subscription and support coverage, Customer must acquire IBM Software Subscription and Support Reinstatement or Third Party Software Subscription and Support Reinstatement, as applicable.

#### **3.5.5 Withdrawal of Software Subscription and Support or Selected Support for a Particular Program**

If IBM or the third party, as applicable, withdraws software subscription and support or Selected Support for a particular Program, Customer understands that

- a. IBM will not make software subscription and support renewal or Selected Support renewal available for that Program; and
- b. if Customer renewed IBM Software Subscription and Support for that IBM Program license or Selected Support for a Selected Program license prior to the notice of withdrawal, IBM may either continue to provide IBM Software Subscription and Support or Selected Support to Customer for that Program license until the end of the then current term or Customer may obtain a prorated refund. If Customer renewed Third Party Software Subscription and Support for that Non-IBM Program prior to the notice, the third party may continue to provide Third Party Software Subscription and Support to Customer for that Non-IBM Program license until the end of the then current term. If the third party does not do so, Customer may obtain a prorated refund.

### **4. Appliances**

#### **4.1 Virtual Appliance**

Customer is licensed to use the Program(s) pursuant to the terms of this Agreement.

#### **4.2 Appliances Comprising Both Program and Machine Components**

IBM provides Appliances comprising both Program Components and Machine Components as a single product. Customer shall not use either such component independently of the Appliance of which it is a part for any purpose.

#### **4.3 Program Components**

Customer is licensed to use the Program Component(s) pursuant to the terms of this Agreement, but only on the Machine Component supplied by IBM or an authorized reseller or any replacement of a Machine Component provided to Customer by IBM or an authorized reseller. Customer may not transfer its license to use the Program Component(s) to another Enterprise.

#### **4.4 Machine Components**

##### **4.4.1 Production Status**

Each IBM Machine Component is manufactured from parts that may be new or used. In some cases, an IBM Machine Component may not be new and may have been previously installed. Regardless, IBM's applicable warranty terms described in Part 2.3 apply.

#### 4.4.2 Title and Risk of Loss

When Customer acquires a Machine Component directly from IBM, IBM transfers title to a Machine Component to Customer or, if applicable, Customer's lessor, upon payment of all the amounts due. For a feature, conversion, or another type of upgrade acquired for a Machine Component, IBM reserves transfer of title until IBM receives payment of all the amounts due and, as applicable, all removed parts, which become IBM's property.

For each Machine Component, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Customer or Customer's designated location. Thereafter, Customer assumes the risk. Each Machine Component will be covered by insurance, arranged and paid for by IBM for Customer, covering the period until it is delivered to Customer or Customer's designated location. For any loss or damage, Customer must i) report the loss or damage in writing to IBM within 10 business days of delivery and ii) follow the applicable claim procedure.

#### 4.4.3 Installation

##### a. Machine Component Installation

- (1) Customer agrees to provide an environment meeting the requirements for the Machine Component as specified in its published documentation.
- (2) Customer is responsible for installing a Customer-set-up Machine Component and a non-IBM Machine Component according to instructions provided by IBM or the Machine Component's manufacturer.
- (3) For a Machine Component that IBM is responsible for installing, IBM has standard installation procedures. IBM will successfully complete these procedures before it considers a Machine Component (other than a Machine Component for which Customer defers installation or a Customer-set-up Machine Component) installed. For an IBM Machine Component that IBM is responsible to install, if the IBM Machine Component is not made available for IBM to install within six months from shipment, installation will be subject to an installation charge.

##### b. Upgrades and Engineering Changes

- (1) IBM sells Upgrades for installation on Machine Components, and, in certain instances, only for installation on a designated, serial-numbered Machine Component. Within 30 days of the shipment of an Upgrade, Customer agrees to install the Upgrade or, if IBM is responsible for the installation, to allow IBM to install the Upgrade. Certain Upgrade orders may be terminated at IBM's discretion if not made available for IBM to install within 30 days of shipment, in which case Customer must return the Upgrade at Customer's expense. In all cases, if the Upgrade is not made available for IBM to install within six months from the date IBM ships the Upgrade, installation will be subject to an installation charge.
- (2) Customer agrees to allow IBM to install mandatory Engineering Changes (such as those required for safety) on a Machine Component within 30 days of IBM's notice to Customer unless otherwise agreed to by the parties.

Many Upgrades and Engineering Changes require the removal of parts and the transfer of ownership and possession of the removed parts to IBM. Customer is responsible for the return of all removed parts to IBM upon installation of the Upgrade or Engineering Change. As applicable, Customer represents that Customer has permission from the owner and any lien holders to i) install Upgrades and Engineering Changes and ii) transfer ownership and possession of removed parts to IBM. Customer further represents that all removed parts are genuine, unaltered, and in good working order. A part that replaces a removed part will assume the warranty or maintenance service status of the replaced part.

#### 4.4.4 Machine Code Component

A Machine Code Component is licensed under the terms and restrictions of the Machine Code license agreement (e.g., IBM License Agreement for Machine Code, IBM Agreement for Licensed Internal Code, or an equivalent) provided with the Machine Code Component. Customer acceptance of the terms of this Agreement includes acceptance of IBM's Machine Code license agreements, current versions of which are available at the following URL:

[http://www.ibm.com/servers/support/machine\\_warranties/support\\_by\\_product.html](http://www.ibm.com/servers/support/machine_warranties/support_by_product.html) or by contacting an IBM representative. Machine Code license agreements may be amended by IBM from time to time. Such amended license terms will apply only to Machine Code Component that is supplied after such amended terms become effective.

A Machine Code Component is licensed only for use to enable a Machine Component to function in accordance with its Specifications and only for the capacity and capability for which Customer has acquired IBM's written authorization. Customer agrees to use the Machine Code Component only as specified in this Agreement and as may be further authorized or restricted in its applicable license agreement. Without limiting additional restrictions in the applicable license, Customer may not

- a. otherwise copy, display, transfer, adapt, modify, or distribute (electronically or otherwise) the Machine Code Component, except as IBM may authorize in the Machine Component's user documentation or in writing to Customer;
- b. reverse assemble, reverse compile, otherwise translate, or reverse engineer the Machine Code Component unless expressly permitted by applicable law without the possibility of contractual waiver;
- c. sublicense or assign the license for the Machine Code Component; or
- d. lease the Machine Code Component or any copy of it.

International Business Machines Corporation, one of its subsidiaries, or a third party owns the Machine Code Component including all copyrights in the Machine Code Component and all copies of the Machine Code Component (this includes the original Machine Code Component, copies of the original Machine Code Component, and copies made from copies). The Machine Code Component is copyrighted and licensed (not sold).

Title will not be transferred when IBM supplies features, conversions, or upgrades that consist solely of Machine Code Component.

The capacity of certain Machine Components may be limited by technological measures in the Machine Code Component. Customer agrees to IBM's implementation of such technological measures to limit Machine Component capacity.

#### **4.4.5 Delivery**

Delivery dates for Appliances with Machine Components are estimates unless otherwise specifically agreed in a Transaction Document. Transportation charges, if applicable, will be specified in a Transaction Document.

### **5. IBM SaaS**

Customer agrees that IBM is not providing it with access to the Internet in order to use IBM SaaS and that Customer remains responsible for Internet access.

Customer acknowledges that International Business Machines Corporation and its subsidiaries (1) do not control the transfer of data over telecommunications facilities, including the Internet, and (2) in a public Internet environment cannot commit to particular confidentiality obligations.

The exchange of any confidential information made under a separate, signed confidentiality agreement, pursuant to 1.14.5b of this Agreement, does not apply to Content. IBM assumes no confidentiality obligations regarding Content, notwithstanding the terms of any separate confidentiality agreement between Customer and IBM.

#### **5.1 Ownership**

IBM and its suppliers own IBM SaaS. Customer agrees that title to, ownership of and all rights in and to patents, copyrights, trademarks, and all other intellectual property rights in IBM SaaS, and any copy or part of IBM SaaS will remain with IBM and its suppliers. IBM may subcontract IBM SaaS, or any part of it, including technical support, to subcontractors selected by IBM.

#### **5.2 Customer's Right to Use**

Customer may use an IBM SaaS offering in accordance with its Terms of Use, up to the specified level of use authorized in the Proof of Entitlement, on condition that:

- a. Customer accepts the Terms of Use of the IBM SaaS offering;
- b. Customer ensures that anyone who uses the IBM SaaS offering does so only on Customer's behalf and complies with the terms of this Agreement and the applicable Terms of Use; and
- c. Customer does not
  - (1) use, copy, modify, or make the IBM SaaS offering available, in whole or on part, to third parties except as expressly permitted in this Agreement and the applicable Terms of Use;

- (2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the IBM SaaS offering, unless expressly permitted by applicable law without the possibility of contractual waiver;
- (3) use any of the IBM SaaS offering's components, files, modules, audio-visual content, or related licensed materials separately from that of the IBM SaaS offering;
- (4) rent, sublicense, or lease the IBM SaaS offering;
- (5) create Internet "links" to or from the IBM SaaS offering; or
- (6) "frame" or "mirror" any content forming part of an IBM SaaS offering, other than on Customer's own intranets in connection with Customer's authorized use of the IBM SaaS offering.

### **5.3 Subscription to IBM SaaS**

#### **5.3.1 Terms for a Specific IBM SaaS Offering**

The terms of a specific IBM SaaS offering are provided in its Terms of Use and may include without limitation definitions, description of subscription and services, charge metrics, and restrictions.

#### **5.3.2 IBM SaaS Subscription Period**

An IBM SaaS Subscription Period begins on the date that IBM notifies Customer that Customer has access to the subscribed offering. The end date of a Subscription Period as specified in a Transaction Document is the last day of a month.

During an IBM SaaS Subscription Period, Customer may increase Customer's subscribed level of an IBM SaaS offering.

Customer may not decrease Customer's subscribed level of an IBM SaaS offering during a Subscription Period but may decrease in a subsequent Subscription Period.

#### **5.3.3 IBM SaaS Subscription Period Renewal**

Customer may renew an IBM SaaS offering at the end of a Subscription Period, unless otherwise specified in the offering's Terms of Use. Some IBM SaaS offerings, as specified in the IBM SaaS offering's Terms of Use or Transaction Document, automatically renew at the end of the Subscription Period unless, prior to the end of the Subscription Period, IBM receives, either directly or through Customer's reseller, as applicable, Customer's written notification not to renew.

### **5.4 IBM SaaS Technical Support**

During an IBM SaaS Subscription Period:

- a. IBM provides assistance, as specified in the ToU, for Customer's offering-specific, task-oriented questions regarding the use of IBM SaaS; and
- b. IBM SaaS technical support is available only for the currently supported versions of IBM SaaS, client operating systems, Internet browsers, and software. IBM technical support is available during the normal business hours (published prime shift hours) of the IBM SaaS support center. Consult the Terms of Use for details applicable to a specific IBM SaaS offering.

### **5.5 Content**

IBM provides only services for Content. IBM is not the publisher of Content transmitted within IBM SaaS.

Customer has sole responsibility for the following:

- a. ensuring the adequacy of any IBM SaaS elements to satisfy any Customer requirements;
- b. all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support;
- c. having all necessary authorizations to allow IBM and its subcontractors to host, cache, record, copy, and display Content, and Customer represents that it has and will keep in effect during its use of IBM SaaS all such authorizations and approvals necessary to grant IBM and its subcontractors these rights, and that such rights are provided at no charge to IBM. Customer retains all right, title, and interest in and to its Content; and
- d. the selection and implementation of procedures and controls regarding access, security, encryption, use, transmission, and backup and recovery of Content.

Customer grants to IBM and its subcontractors a nonexclusive, irrevocable, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, and display Content, solely for the purpose of making IBM SaaS available.

## 5.6 Termination of IBM SaaS

IBM may withdraw the IBM SaaS in its entirety on 12 months' written notice to all then current Customers by letter or e-mail.

Notwithstanding anything to the contrary in this Agreement, if IBM terminates Customer's access to the IBM SaaS due to Customer's breach of any of the applicable terms of this Agreement, IBM is not obligated to issue a refund or credit for any unused portion of IBM SaaS.

## 6. Country-unique Terms

For transactions performed in the countries specified below, the following terms replace or modify the referenced terms in Parts 1 through 5. All terms in Parts 1 through 5 that are not changed by these amendments remain unchanged and in effect. This part 6 is organized as follows:

- Section 6.1 contains multiple country amendments to section 1.17 (Geographic Scope and Governing Law);
- Section 6.2 contains the Americas country amendments to other Agreement terms;
- Section 6.3 contains the Asia Pacific country amendments to other Agreement terms; and
- Section 6.4 contains the Europe, Middle East, and Africa country amendments to other Agreement terms.

### 6.1 Multiple country amendments to section 1.17 (Geographic Scope and Governing Law)

#### 6.1.1 Geographic Scope

##### EUROPE, MIDDLE EAST, AND AFRICA

*In South Africa, Namibia, Lesotho, and Swaziland, the following paragraph pertains to geographic scope and replaces the first paragraph in section 1.17.2 Governing Law:*

The rights, duties, and obligations of each party are valid only in South Africa, Namibia, Lesotho, and Swaziland, unless otherwise stated in a Transaction Document, except that all licenses are valid as specifically granted.

#### 6.1.2 Governing Law

*In the second paragraph of section 1.17.2 Governing Law, the phrase, "the laws of the country in which the transaction is performed" is replaced with the following:*

##### AMERICAS

- a. in **Canada**: the laws in the Province of Ontario;
- b. in **Mexico**: the federal laws of the Republic of Mexico;
- c. in the **United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines**: the laws of the State of New York, United States;
- d. in **Venezuela**: the laws of the Bolivarian Republic of Venezuela;

##### ASIA PACIFIC

- e. in **Cambodia and Laos**: the laws of the State of New York, United States;
- f. in **Australia**: the laws of the State or Territory in which the transaction is performed;
- g. in **Hong Kong SAR and Macau SAR**: the laws of Hong Kong Special Administrative Region ("SAR");
- h. in **Taiwan**: the laws of Taiwan;

##### EUROPE, MIDDLE EAST, AND AFRICA

- i. in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan**: the laws of Austria;

- j. in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna**: the laws of France;
- k. in **Estonia, Latvia, and Lithuania**: the laws of Finland;
- l. in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**: the laws of England; and
- m. in **South Africa, Namibia, Lesotho and Swaziland**: the laws of the Republic of South Africa.

### 6.1.3 Jurisdiction

*The following paragraph pertains to jurisdiction and is added to section 1.17 as it applies for the countries identified in bold print below:*

All rights, duties, and obligations under this Agreement are subject to the courts of the country in which the transaction is performed except that in the countries identified below, all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

#### **AMERICAS**

- a. in **Argentina**: the Ordinary Commercial Court of the city of Buenos Aires,
- b. in **Brazil**: the court of Rio de Janeiro, RJ;
- c. in **Chile**: the Civil Courts of Justice of Santiago;
- d. in **Colombia**: the judges and courts of general jurisdiction of Bogota, Colombia;
- e. in **Ecuador**: the civil judges of Quito for executory or summary proceedings (as applicable);
- f. in **Mexico**: the courts located in Mexico City, Federal District;
- g. in **Peru**: the judges and tribunals of the judicial district of Lima, Cercado;
- h. in **Uruguay**: the courts of the city of Montevideo;
- i. in **Venezuela**: the courts of the metropolitan area of the city of Caracas;

#### **EUROPE, MIDDLE EAST, AND AFRICA**

- j. in **Austria**: the court of law in Vienna, Austria (Inner-City);
- k. in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna**: the Commercial Court of Paris;
- l. in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**: the English courts;
- m. in **South Africa, Namibia, Lesotho and Swaziland**: the High Court in Johannesburg;
- n. in **Greece**: the competent court of Athens;
- o. in **Israel**: the courts of Tel Aviv-Jaffa;
- p. in **Italy**: the courts of Milan;
- q. in **Portugal**: the courts of Lisbon;
- r. in **Spain**: the courts of Madrid; and

- s. in **Turkey**: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey.

#### 6.1.4 Arbitration

*The following terms pertain to arbitration and are added to section 1.17 as they apply for the countries identified in bold print below. The provisions of these paragraphs apply to the extent permitted by applicable governing law and rules of procedure:*

##### **ASIA PACIFIC**

- a. in **Cambodia, India, Laos, Philippines, and Vietnam**: Disputes arising out of or in connection with this Agreement will be finally settled by arbitration, which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center (“SIAC Rules”) then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

- b. in the People's Republic of China: In the event of a dispute, in case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this Agreement will continue to be performed except for the part that the parties are disputing and which is undergoing arbitration.
- c. in **Indonesia**: Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration that shall be held in Jakarta, Indonesia in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or “BANI”) then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the chairman of the BANI. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English and/or Indonesian language.



## **EUROPE, MIDDLE EAST, AND AFRICA**

- d. in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation; and
- e. in Estonia, Latvia, and Lithuania: All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

## **6.2 AMERICAS COUNTRY AMENDMENTS**

### **BELIZE, COSTA RICA, DOMINICAN REPUBLIC, EL SALVADOR, HAITI, HONDURAS, GUATEMALA, NICARAGUA, AND PANAMA**

#### **3.5.4 Automatic Annual Renewal of Software Subscription and Support and Selected Support**

*The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE":*

IBM will renew, for an additional payment, expiring software subscription and support for all of Customer's Program licenses and Selected Support for all of Customer's Selected Program licenses to the next Anniversary if IBM or Customer's reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) Customer's payment within 30 days of Customer's receipt of the software subscription and support or Selected Support, as applicable, invoice for the next term.

#### **3.3.1 Automatic Renewal of Fixed Term Licenses**

*The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE":*

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of Customer's Program licenses for the same duration as the expiring term if IBM or Customer's reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) Customer's payment within 30 days of Customer's receipt of the Fixed Term License invoice for the next term.

### **ALL AMERICAS (EXCEPT BRAZIL, CANADA, MEXICO, AND THE UNITED STATES)**

*The following terms apply to all Americas countries (except Brazil, Canada and the United States), unless a specific country term states otherwise.*

#### **1.6 Payment**

*The following replaces 1.6b:*

Amounts are due upon receipt of invoice and payable as IBM specifies in a Transaction Document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

1. As long as the country operates in a free currency exchange market, Customer and IBM agree that IBM will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in a Transaction Document on the date payment is made.
2. If the government of a country establishes any restriction or limitation on its free currency exchange markets, Customer agrees to make payments to IBM in US dollars to a bank account in New York, NY, USA, designated by IBM in the Transaction Document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law,

Customer agrees to pay the amount indicated in the Transaction Document in country national currency, calculated at the official exchange rate that is in use for the remittance of dividends and net earnings to foreign investors outside the country.

Customer agrees to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid.

## **LATIN AMERICA**

*The following term applies to all countries in Latin America, except for Argentina and Brazil.*

### **1.4 Acceptance of Terms**

*The following replaces the first sentence:*

Customer accepts the terms in Attachments and Transaction Documents by signing them.

## **ARGENTINA, BRAZIL, CHILE, COLOMBIA, ECUADOR, MEXICO, PERU, URUGUAY, VENEZUELA**

### **1.8 RSVP Level**

For Public Bodies who are subject to the applicable Public Sector Procurement Legislation specific RSVP indicators apply.

### **3.3.1 Automatic Renewal of Fixed Term Licenses and 3.5.4 Automatic Annual Renewal of IBM Software Subscription and Support and Selected Support**

Does not apply for Public Bodies who are subject to the applicable Public Sector Procurement Legislation.

## **BRAZIL AND COLOMBIA**

### **1.9 Changes to Agreement Terms**

*The following is added to this section:*

If Customer disagrees with the change, Customer may terminate the transaction by notifying IBM, in writing, within fifteen days after the date of IBM's notification to Customer of the change.

All notices will be sent to the other party by registered letter.

### **1.15 Agreement Termination**

*The following is added after the fourth paragraph:*

All notices will be sent to the other party by registered letter.

## **ARGENTINA**

### **1.4 Acceptance of Terms**

*The following replaces the second sentence:*

A Product or Service becomes subject to this Agreement when IBM accepts Customer's order by signing a Transaction Document.

### **1.7 Taxes**

If a transaction is subject to a stamp tax, both Customer and IBM will each pay 50% of such tax.

## **BRAZIL**

### **1.4. Acceptance of Terms**

*The following replaces the second paragraph in this section:*

An Eligible Product becomes subject to this Agreement when IBM accepts Customer's order by signing a Transaction Document.

### **1.6 Payment**

*The following replaces 1.6b:*

Amounts due are expressed in local currency.

Amounts are due upon receipt of invoice and payable in local currency as IBM specifies in a Transaction Document. Customer agrees to pay accordingly, including any late payment fee.

Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the

rate of one percent per month, both calculated "pro rata die." The late payment fee is calculated against the resultant delinquent amount at the following rates:

1. two percent of the delinquent amount due per the first thirty day period during which any delinquent balance remains unpaid, plus
2. ten percent for each successive thirty day period during which any delinquent balance remains unpaid.

#### **1.14.1 Notices and Communications**

*The following replaces 1.14.1:*

Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;

#### **1.10 Eligible Products**

*The following replaces the first sentence in the second paragraph in this section:*

IBM may add or withdraw Eligible Products at any time. IBM may increase SVP with notice. IBM's ability to increase such charges, rates, and minimums will be subject to the requirements of Brazilian law.

#### **3.3.1 Automatic Renewal of Fixed Term Licenses and 3.5.4 Automatic Annual Renewal of IBM Software Subscription and Support and Selected Support**

*The following is added after the second paragraphs of both sections:*

The transaction document will describe the process of the written communication to Customer containing the applicable price and other information for the renewal period.

#### **3.5.4 Automatic Annual Renewal of IBM Software Subscription and Support and Selected Support**

*The following is added to this section*

Automatic Annual Renewal of IBM Software Subscription and Support and Selected Support: Portuguese version of the Support Handbook will be provided upon written request.

### **COLOMBIA**

#### **1.7 Taxes**

Customer and IBM accepts to pay, each one, fifty percent (50%) of legalization costs of the Proposal.

### **MEXICO**

#### **1.6 Payment**

*The following replaces 1.6b:*

Amounts are due upon receipt of invoice and payable as IBM specifies in a Transaction Document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

The payment must be made in United States Dollars or the equivalent in local currency at the exchange rate published by the "Banco de México" in the Diario Oficial de la Federacion correspondent to the payment date of the invoice.

Customer agrees to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid.

#### **1.9 Changes to Agreement Terms**

*The following is added after the third sentence in the first paragraph:*

For those Eligible Products priced in Mexican currency, IBM may increase SVP by giving Customer fifteen days' written notice.

## **PERU**

### **1.13 Limitation of Liability**

*The following is added to the end of this section:*

Except as expressly required by law without the possibility of contractual waiver, Customer and IBM intend that the limitation of liability in this Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action. In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

## **NORTH AMERICA**

### **CANADA**

### **1.13 Limitation of Liability**

#### **1.13.1 Items for which IBM May be Liable**

*The following replaces the last sentence in this section 1.13.1:*

Damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence for which IBM is legally liable are not subject to a cap on the amount of damages.

### **1.4 General Principles of Our Relationship**

#### **1.14.3 Compliance with Laws**

*The following replaces the one-sentence paragraph at the end of this section:*

Each party will comply with applicable export and import laws and regulations, including those that apply to goods of US origin and those that restrict or prohibit or limit export for certain uses or to certain users.

#### **1.14.5 Other Principles of Our Relationship**

*The following replaces item 1.14.5e:*

No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Customer except as described in section 1.12 (Intellectual Property Protection) above or as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

*The following subsection is added:*

#### **1.14.6 Data Privacy**

For purposes of this section, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel, or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

##### **a. General**

- (1) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").
- (2) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

##### **b. Security Safeguards**

- (1) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical, and organizational security measures required to protect Personal Data.
- (2) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.

- (3) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.
- (4) Additional or different services required to comply with the Laws will be deemed a request for new services.

**c. Use**

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties, or otherwise processed to fulfill the purpose(s) for which it was made available.

**d. Access Requests**

- (1) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.
- (2) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.
- (3) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

**e. Retention**

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

**f. Public Bodies Who Are Subject to Public Sector Privacy Legislation**

For Customers who are public bodies subject to public sector privacy legislation, this section 1.14.6 applies only to Personal Data made available to Customer in connection with this Agreement, and the obligations in this section apply only to Customer, except that: 1) section b(1) applies only to IBM; 2) sections a(1) and d(1) apply to both parties; and 3) section d(2) and the last sentence in a(2) do not apply.

**UNITED STATES OF AMERICA**

**1.7 Taxes**

*The following is added at the end of this section*

For Programs delivered electronically in the United States for which Customer claims a state sales and use tax exemption, Customer agrees not to receive any tangible personal property (e.g., media and publications) associated with the electronic program.

**1.14 General Principles of Our Relationship**

**1.14.4 Dispute Resolution**

*The following is added to the end of this section:*

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

**1.14.5 Other Principles of Our Relationship**

*The following is added as 1.14.5.m:*

U.S. Government Users Restricted Rights - Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the IBM Corporation.

**3. Programs and Subscription and Support**

*The following sentence is added at the end of the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 3.5.4 Automatic Annual Renewal of Software Subscription and Support and Selected Support:*

**CUSTOMER MAY TERMINATE SOFTWARE SUBSCRIPTION AND SUPPORT FOR A PROGRAM OR SELECTED SUPPORT FOR A SELECTED PROGRAM LICENSE AT ANY TIME AFTER THE FIRST ANNIVERSARY ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH CUSTOMER'S IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED CUSTOMER'S WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW CUSTOMER'S EXPIRING SOFTWARE SUBSCRIPTION AND SUPPORT OR SELECTED SUPPORT. IN SUCH EVENT, CUSTOMER MAY OBTAIN A PRORATED REFUND.**

*The following sentence is added at the end of the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 3.3.1 Automatic Renewal of Fixed Term Licenses:*

**CUSTOMER MAY TERMINATE A PROGRAM'S FIXED TERM LICENSE AT ANY TIME AFTER ITS INITIAL TERM ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH CUSTOMER'S IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED CUSTOMER'S WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW CUSTOMER'S EXPIRING FIXED TERM LICENSE. IN SUCH EVENT, CUSTOMER MAY OBTAIN A PRORATED REFUND.**

### **2.3 Extent of Warranty**

*The following is added as the first paragraph:*

If a Machine is subject to federal or state consumer warranty laws, IBM's statement of limited warranty included with the Machine applies in place of these Machine warranties.

### **4.4 Machine Components**

#### **4.4.2 Title and Risk of Loss**

*The following replaces the first paragraph:*

When IBM accepts Customer's order, IBM agrees to sell Customer the Machine Component described in a Transaction Document. IBM transfers title to Customer or, if applicable, Customer's lessor when the Machine Component is shipped to Customer or its designated location. However, IBM reserves a purchase money security interest in the Machine Component until IBM receives the amounts due. For a feature, conversion, or upgrade involving the removal of parts that become IBM's property, IBM reserves a security interest until IBM receives payment of all the amounts due and the removed parts. Customer authorizes IBM to file appropriate documents to permit IBM to perfect its security interest.

## **6.3 ASIA PACIFIC COUNTRY AMENDMENTS**

### **AUSTRALIA**

#### **1.3 Definitions - Definition of "Personal Data"**

*The definition is amended and replaced with the following:*

"Personal Data – any information that can be used to identify a specific individual such as name, email address, home address or phone number that is provided to IBM to store, process or transfer and includes Personal Information as defined by the Privacy Act 1988 (Cth)."

#### **1.6 Payment**

*The following paragraph is added after 1.6c as 1.6d:*

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

#### **1.7 Taxes**

*The following paragraph replaces 1.7 in its entirety:*

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Eligible Product itself, that is not otherwise provided for in the amount payable, Customer agrees to pay it when IBM invoices Customer. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

#### **1.12 Intellectual Property Protection**

##### **1.12.3 Claims for which IBM is Not Responsible**

*The following replaces the second from last sentence:*

Subject to any rights Customer may have under the Competition and Consumer Act 2010, this Intellectual Property Protection section states IBM's entire obligation to Customer and Customer's exclusive remedy regarding any third party intellectual property claims.

### **1.13 Limitation of Liability**

*The following paragraph is included at the end of 1.13.1:*

Where IBM is in breach of a guarantee implied by the Competition and Consumer Act 2010, IBM's liability is limited to, at IBM's discretion:

(a) for services:

- (1) the supplying of the services again or
- (2) the payment of the cost of having the services supplied again; and

(b) for goods:

- (1) the repair or replacement of the goods or the supply of equivalent goods; or
- (2) the payment of the cost of replacing the goods or having the goods repaired

Where a guarantee relates to the right to sell, quiet possession or clear title of a good under schedule 2 of the Competition and Consumer Act, or the goods or services are of a kind ordinarily acquired for personal, domestic, or household use or consumption, then none of the limitations in this section apply.

### **2.5 Extent of Warranty**

*The last sentence of the second paragraph ("The warranty for IBM Machine Components is voided by removal or alteration of Machine Components or parts identification labels") is deleted.*

*The following paragraph is added after the paragraph that begins "These warranties are customer's exclusive warranties.."*

The warranties specified in this Section are in addition to any rights Customer may have under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation. The reference to warranties and conditions throughout this agreement includes a reference to guarantees for the purpose of the Competition and Consumer Act 2010.

*The following paragraph replaces the paragraph that begins "Unless otherwise specified in an Attachment or Transaction Document.."*

Unless otherwise specified in an Attachment or Transaction Document, IBM provides non-IBM Eligible Products, without warranties, conditions or guarantees of any kind. However, non-IBM manufacturers, developers, suppliers or publishers may provide their own warranties to Customer.

### **5.5 Content**

*The following paragraph is added after the paragraph that begins "IBM provides only services for Content.*

To the extent IBM is collecting any Personal Data, Customer acknowledges that in disclosing the Personal Data to IBM, it has undertaken all steps necessary to comply with the disclosure and collection requirements of the National Privacy Principles contained in the Privacy Act 1988, Customer agrees and acknowledges that it has taken reasonable steps to disclose to the relevant individuals such information about IBM that is prescribed under National Privacy Principle 1.3 that Customer reasonably believes is necessary for Customer to comply with the National Privacy Principle.

## **NEW ZEALAND**

### **1.3 Definitions - Definition of "Personal Data"**

*The definition is amended and replaced with the following:*

"Personal Data – any information that can be used to identify a specific individual such as name, email address, home address or phone number that is provided to IBM to store, process or transfer and includes Personal Information as defined by the Privacy and Personal Information Protection Act."

### **1.6 Payment**

*The following paragraph is added after 1.6c as 1.6d:*

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

## 1.7 Taxes

*The following paragraph replaces 1.7 in its entirety:*

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Eligible Product itself, that is not otherwise provided for in the amount payable, Customer agrees to pay it when IBM invoices Customer. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

## 2.5 Extent of Warranty

*The following paragraph is added after the paragraph that begins "These warranties are customer's exclusive warranties.."*

The warranties specified in this section are in addition to any rights Customer may have under the Consumer Guarantee Act 1993 or other legislation that cannot be excluded or limited by law.

*The following paragraph replaces the paragraph that begins "Unless otherwise specified in an Attachment or Transaction Document.."*

Unless otherwise specified in an Attachment or Transaction Document, IBM provides non-IBM Eligible Products, without warranties, conditions, or guarantees of any kind. However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranties to Customer.

## BANGLADESH, BHUTAN, AND NEPAL

### 3.5 Programs and Subscription and Support

*The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 3.5.4 Automatic Annual Renewal of Software Subscription and Support and Selected Support:*

IBM will renew, for an additional payment, expiring software subscription and support for all of Customer's Program licenses or Selected Support for all of Customer's Selected Program licenses to the next Anniversary if IBM or Customer's reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) Customer's payment within 30 days of Customer's receipt of the software subscription and support or Selected Support, as applicable, invoice for the next term.

*The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 3.3.1 Automatic Renewal of Fixed Term Licenses:*

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of Customer's Program licenses for the same duration as the expiring term if IBM or Customer's reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) Customer's payment within 30 days of Customer's receipt of the Fixed Term License invoice for the next term.

## HONG KONG SAR, MACAU SAR, AND TAIWAN

*As applies to transactions initiated and performed in Taiwan and the Special Administration Regions "SARs" specified, phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with the following:*

- 1) In **Hong Kong SAR**: "Hong Kong SAR"
- 2) In **Macau SAR**: "Macau SAR," except under section 1.17.2 (Governing Law) above; and
- 3) In **Taiwan**: "Taiwan."

## INDIA

### 1.14.4 Dispute Resolution

*The following replaces the final sentence in 1.14.4:*

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.



## **INDONESIA**

### **1.15 Agreement Termination**

*The following paragraph is added:*

Both parties waive the provisions of article 1266 of the Indonesian Civil Code to the extent the article requires such court decree for the termination of an agreement creating mutual obligations.

## **JAPAN**

### **1.6 Payment**

*Add the following sentence:*

Customer agrees to pay within 30 days from our invoice date.

#### **1.14.4 Dispute Resolution**

*The following is inserted at the end of 1.14.4:*

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

### **1.15 Agreement Termination**

*The following paragraph is added to this section:*

When all or a substantial portion of either party's assets, credits or business are so changed as to make continued performance of that party's obligations impracticable or impossible, the other party may terminate this Agreement with prior written notice.

## **PEOPLE'S REPUBLIC OF CHINA**

### **1.3 Definitions - Definition of "Date of Installation"**

*The following replaces the definition of Date of Installation:*

#### **Date of Installation —**

- a. for an IBM Machine Component IBM is responsible for installing, the business day after the day IBM installs it.
- b. for a Customer-set-up (CSU) Machine Component, the earlier of i) the second business day after arrival at Customer's installation location or ii) two months after the date of delivery. When a CSU Machine Component is delivered for connection to a non-CSU Machine or Machine Component delivered by IBM, the Date of Installation of the CSU Machine Component will be the later of these two installation dates.

## **SINGAPORE**

### **1.14.5 Other Principles of Our Relationship**

*The following replaces the terms of 1.14.5e:*

Subject to the rights provided to IBM's Eligible Product developers and suppliers as provided in 1.13 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

## **6.4 EUROPE, MIDDLE EAST, AFRICA COUNTRY AMENDMENTS**

### **EUROPE, MIDDLE EAST, AND AFRICA**

*The following term applies to all countries in Europe, the Middle East, and Africa, unless a specific country term states otherwise.*

#### **1.13.1 Items for which IBM May be Liable**

*In the first paragraph, the following replaces "U.S. \$100,000":*

EUR 500,000 (five hundred thousand euro)

## **EU MEMBER STATES AND ADDITIONAL COUNTRIES SPECIFIED**

*The following term applies to all EU Member States, Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.*

### **1.14.5 Other Principles of Our Relationship**

*The following replaces 1.14.5d:*

- a. Definitions – For the purposes of 1.14.5d, the following additional definitions shall apply:
  - (1) Business Contact Information – business-related contact information disclosed by Customer to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Customer's employees and contractors.
  - (2) Business Contact Personnel – Customer employees and contractors to whom the Business Contact Information relates. For Austria, Italy, and Switzerland, Business Contact Information also includes information about Customer and its contractors as legal entities (for example, Customer's revenue data and other transactional information).
  - (3) Data Protection Authority – the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.
  - (4) Data Protection & Electronic Communications Legislation – i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.
  - (5) IBM Group – International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.
- b. Customer authorises IBM:
  - (1) to process and use Business Contact Information within IBM Group in support of Customer, including the provision of support services, and for the purpose of furthering the business relationship between Customer and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the "Specified Purpose"); and
  - (2) to disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.
- c. IBM agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.
- d. To the extent required by the Data Protection & Electronic Communications Legislation, Customer represents that it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.
- e. Customer authorizes IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

*The following terms are added as a new section 4.4.6 for Iceland, Norway, and all Member States of the European Union ("EU"), except Germany:*

#### **4.4.6 Disposal of Machines**

As from the effective date in Customer's country of local laws and regulations implementing Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment (WEEE), the following applies:

**4.4.6.1** When any Machine supplied under this Agreement replaces a machine put on the market before August 13, 2005, then IBM will collect and dispose of such replaced machine, provided that IBM is required to do so by applicable law. IBM may charge for such collection and disposal, to the extent permitted by applicable law.

**4.4.6.2** For all WEEE, Customer is responsible for making the WEEE available for collection from Customer's premises within 30 days after supply of the replacement Machine. Whenever IBM collects and disposes of Customer WEEE, based on a legal or contractual obligation, Customer agrees:

- a. to securely erase from any WEEE all programs not provided by IBM with the original equipment and data, including without limitation, the following: i) information about identified or identifiable individuals or legal entities ("Personal Data"); and ii) Customer's confidential or proprietary information and other data. If removing or deleting Personal Data is not possible, Customer agrees to transform such information (e.g., by making it anonymous) so that it no longer qualifies as Personal Data under applicable law;
- b. to remove all funds, if any, from WEEE, returned to IBM;
- c. that IBM is not responsible for saving or protecting any funds, programs not provided by IBM with the original equipment, or any data contained in a WEEE that Customer returns to IBM; and
- d. that IBM may ship all or part of the WEEE or its software to other IBM or third party locations around the world to perform its responsibilities under this Agreement, and Customer authorizes IBM to do so.

#### **WESTERN EUROPEAN COUNTRIES**

##### **2.3 Warranty for IBM Machine Components of IBM Appliances**

*The following paragraph is added after the second paragraph for all countries listed in the definition of Western Europe below:*

The warranty for IBM Machines acquired in Western Europe will be valid and applicable in all Western European countries provided the Machines have been announced and made available in such countries. For purposes of this paragraph, "Western Europe" means Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country subsequently that subsequently joins the European Union, as from the date of accession.

#### **EMEA-WIDE**

##### **1.6 Payment**

*The following replaces 1.6b for the following countries except as noted:*

Amounts are due and payable upon receipt of invoice. Customer agrees to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, (or in the case of quarterly advance billing of recurring charges, within 60 days from the date of invoice), Customer may be subject to late payment charges.

The late payment charges are calculated as follows:

##### **Belgium and Luxembourg:**

*Replace the first sentence in the second paragraph of the above EMEA-wide text with the following:*

Any amounts not paid within the terms stated on the IBM invoice will be subject to a late payment fee that will be equal to 1% per period of 30 days, based on the outstanding balance VAT included, until paid in full. Late payment fees due will have to be paid at the end of each period of 30 days.

**Denmark and Sweden:**

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

**Estonia, Latvia, and Lithuania:**

2% per month apportioned to the number of days of delay.

**Finland:**

Interest according to the Act on interest rate apportioned to the number of days of delay.

**France:**

In compliance with article 441-6 of the Code of Commerce, a late payment fee is payable, without any need for IBM to issue a reminder, in respect of the period commencing on the day following the payment due date specified on IBM's invoice, and ending on the date when full payment of the invoiced amount is made; such late payment fee shall be calculated on the basis of a rate equal to the European Central Bank's rate for its most recent refinancing operation, plus 10 points.

**Germany:**

Late payment fees will be calculated according to the German statutory rate.

*In the second paragraph of the above EMEA-wide text replace both usages of "date of invoice" with the following:*

due date

**Greece:**

*The following replaces the above EMEA-wide text:*

Amounts are due and payable upon receipt of invoice. If payment is not made within 30 days from the date of invoice, Customer may be subject to late payment fees.

The late payment fees will be calculated, per day of actual delay, from the due date of the invoice, based on the maximum rate of late payment fee allowed by law.

**Italy:**

*Replace the final paragraph of the above EMEA-wide text with the following:*

The late payment charges will be calculated, per day of actual delay, based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment has been received by IBM, increased by three points.

In case of no payment or partial payment and following a formal credit claim procedure or trial IBM might initiate, the late payment fee will be calculated from the due date of the invoice based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment was due, increased by three points. IBM can transfer the credit to a factoring company; if IBM does so, it will advise Customer in writing.

**Netherlands:**

*The following replaces the second and third sentences of the EMEA-wide text:*

If payment is not made within 30 days from the date of invoice, Customer will be in default without the necessity of a default notice. In such case Customer will be subject to late payment fees of 1% per month.

**Norway:**

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

**South Africa, Namibia, Lesotho, Swaziland:**

Such charges accrue daily from the date payment must have been received by IBM, and will be equal to 2% (two percent) above the ruling prime rate (of a bank designated by IBM) on any outstanding payment.

**Spain:**

Such fees will be calculated applying 1% of the charges per month to the number of days of delay.

**UK and Ireland:**

Such charges will be calculated at a monthly rate of 2% of the invoice amount, or as permitted by applicable law.

**UK, Ireland, South Africa, Namibia, Lesotho, Swaziland:**

*Add the following:*

IBM's rights relating to late payment charges shall be in addition to any other right that IBM may have in the event that Customer fails to make any payment due to IBM under this Agreement.

IBM reserves the right to require payment in advance of delivery or other security for payment.

**BAHRAIN, KUWAIT, OMAN, QATAR, SAUDI ARABIA, AND UNITED ARAB EMIRATES**

*The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 3.5.4 Automatic Annual Renewal of Software Subscription and Support and Selected Support:*

IBM will renew, for an additional payment, expiring software subscription and support for all of Customer's Program licenses or Selected Support for all of Customer's Selected Program licenses to the next Anniversary if IBM or Customer's reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) Customer's payment within 30 days of Customer's receipt of the software subscription and support or Selected Support, as applicable, invoice for the next term.

*The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 3.3.1 Automatic Renewal of Fixed Term Licenses:*

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of Customer's Program licenses for the same duration as the expiring term if IBM or Customer's reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) Customer's payment within 30 days of Customer's receipt of the Fixed Term License invoice for the next term.

**AUSTRIA**

**1.6 Payment**

*Replace the above EMEA-wide text in 1.6b with the following:*

Payment in full is due and payable without deduction upon receipt of invoice. Customer agrees to pay accordingly, including any late payment fees. If the invoice amount is not received on IBM's account within 30 days, upon due date, IBM may charge late payment fees at the rate indicated in the Transaction Document.

**1.13 Limitation of Liability**

*The following sentence is added:*

The following limitations and exclusions of IBM's liability do not apply for damages caused by gross negligence or willful misconduct.

**1.13.1 Items for which IBM May Be Liable**

*The following replaces the first sentence:*

Circumstances may arise where, because of a default by IBM in the performance of its obligations under this Agreement or other liability, Customer is entitled to recover damages from IBM.

*In the second sentence of the first paragraph, delete entirely the parenthetical phrase "(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)."*

**1.13.2 Items for which IBM Is Not Liable**

*The following replaces 1.13.2b:*

indirect damages or consequential damages; or

**2.5 Extent of Warranty**

*The following replaces the last paragraph*

Warranty for non-IBM Eligible Products:

- (a) Warranty is provided for a period of twelve months, beginning at the date of delivery. Consumers are at least entitled to claim warranty defects within the limitation period provided by law.
- (b) IBM warrants that each non-IBM Eligible Product, when used in the specified operating environment, relates to its functions and conforms to its specifications. In case a non-

IBM Eligible Product is delivered without specifications, IBM only warrants that the non-IBM Eligible Product information correctly describes the non-IBM Eligible Product, and that the non-IBM Eligible Product can be used according to the non-IBM Eligible Product information.

- (c) IBM does not warrant uninterrupted or error-free operation of a non-IBM Eligible Product or that IBM will correct all program defects. The Customer is responsible for the results of the use of a non-IBM Eligible Product. IBM does not warrant uninterrupted or error-free operation of an Eligible Product or that IBM will correct all defects.
- (d) At IBM's discretion, warranty may also be provided by the third party provider himself.
- (e) In the event that IBM is unable to remedy a warranty defect within a reasonable period of time - even after an appropriate grace period - the Customer may in respect of this defect (at his discretion) demand a reduction of price, or rescission of contract. In case of minor defects or deviations, the Customer shall not be entitled to demand a rescission of the contract.
- (f) In addition, the limitation of liability provision will apply.
- (g) However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranty to Customer.

**AUSTRIA, DENMARK, ESTONIA, FINLAND, LATVIA, LITHUANIA, NORWAY, SWEDEN:**

**1.7 Taxes**

*Delete the last sentence:*

This excludes those taxes based on IBM's net income.

**BELGIUM, FRANCE, UK, IRELAND, SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND:**

**1.7 Taxes**

*Delete 1.7.*

**EGYPT**

**1.14. General Principles of Our Relationship**

*Delete 1.14.1.*

**FRANCE**

**1.9. Changes to the Agreement Terms**

*The following is added to this section:*

If Customer disagrees with the change, Customer may terminate the transaction by notifying IBM, in writing, within fifteen days after the date of IBM's notification to Customer of the change.

All notices will be sent to the other party by registered letter.

**1.15. Agreement Termination**

*The following is added after the fourth paragraph:*

All notices will be sent to the other party by registered letter.

**GERMANY**

**1.13. Limitation of Liability**

*The following replaces the Limitation of Liability section in its entirety:*

- a. IBM will be liable without limit for 1) loss or damage caused by a breach of an express guarantee; 2) damages or losses resulting in bodily injury (including death); and 3) damages caused intentionally or by gross negligence.
- b. In the event of loss, damage and frustrated expenditures caused by slight negligence or in breach of essential contractual obligations, IBM will be liable, regardless of the basis on which Customer is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), per claim only up to the greater of 500,000 euro or the charges (if the Eligible Product is IBM SaaS or subject to Fixed Term charges, up to 12 months' charges) Customer paid for the Eligible Product that caused the loss or damage. A number of defaults which

together result in, or contribute to, substantially the same loss or damage will be treated as one default.

- c. In the event of loss, damage and frustrated expenditures caused by slight negligence, IBM will not be liable for indirect or consequential damages, even if IBM was informed about the possibility of such loss or damage.
- d. In case of delay on IBM's part: 1) IBM will pay to Customer an amount not exceeding the loss or damage caused by IBM's delay and 2) IBM will be liable only in respect of the resulting damages that Customer suffers, subject to the provisions of Items a and b above.

#### **1.14.4. Dispute Resolution**

*The following replaces the third sentence of 1.14.4:*

Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section 2 (Warranties) of this Agreement.

#### **1.14.5 Other Principles of Relationship**

*The following replaces 1.14.5e:*

No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Customer, except (to the extent permitted in Section 1.13 (Limitation of Liability) for: i) bodily injury (including death); or ii) damage to real or tangible personal property for which (in either case) IBM is legally liable to that third party.

### **2.2 Warranty for IBM Software Subscription and Support and Selected Support**

*The following replaces 2.2*

IBM warrants that Software Maintenance will be provided using reasonable care and skill, and according to its current description and the provisions of this Agreement.

The Customer agrees to provide timely written notice of any failure to comply with this warranty so that IBM can take corrective action.

IBM will remedy any defects covered by warranty, of which written notice has been given by Customer. If a defect is not remedied within a reasonable period of time, the Customer may in respect to such defect, provided that the value of the serviceability of the work is impaired, either request a reduction of price, or, rescind this Agreement. In case of minor defects or deviations, the Customer shall not be entitled to rescind this Agreement. In case the Customer should be entitled to liability claims because of a warranty defect, the Limitation of Liability section shall apply. However the Customer shall not be entitled to liability claims resulting from minor warranty defects.

### **2.3 Warranty for IBM Machine Components of IBM Appliances**

*The following replaces 2.3:*

IBM warrants that each IBM Machine Component is free from defects at the time of delivery and conforms to its Specifications. The warranty period for a Machine Component commences on the Date of Installation, however at the earliest upon delivery. During the warranty period, IBM will remedy any warranty defects, through repair or exchange.

In the event that IBM is unable to remedy a warranty defect or defect correction fails within a reasonable period of time, the Customer may in respect of such defect, provided the value or the serviceability of the Machine Component is impaired, either request a reduction of price, or rescind this Agreement. In case of minor warranty defects, the Customer shall not be entitled to rescind this Agreement.

In case the Customer should be entitled to liability claims because of a warranty defect, the Limitation of Liability section shall apply. However the Customer shall not be entitled to liability claims resulting from minor warranty defects.

### **2.5 Extent of Warranty**

*The second paragraph is deleted.*

*The following replaces the last paragraph:*

Warranty for Non-IBM Eligible Products may, at IBM's discretion, also be provided by non-IBM manufacturers, developers, suppliers, or publishers themselves.

#### **4.4.6 Disposal of Machines**

*The following terms are added as a new section 4.4.6:*

In accordance with the law for the placing on the market, the return, and the environmentally compatible disposal of Electrical and Electronic Equipment (Electrical and Electronic Equipment Law - ElektroG), for machines the following will apply:

4.4.6.1 IBM is prepared to take back IBM waste electrical and electronic equipment (WEEE) that were put on the market as new machines after August 13, 2005, and IBM will be responsible for the disposal of such machines.

4.4.6.2 According to German law, Customer is responsible to dispose of WEEE, which is not covered by the preceding sentence. In such case, IBM is prepared to take back and dispose of, in compliance with applicable law, such WEEE by charging the applicable disposal fee to the Customer, based on a separate agreement.

Customer is responsible for making the WEEE available for collection from Customer's premises within 30 days after supply of the replacement Machine.

4.4.6.3 Whenever IBM collects and disposes of Customer WEEE, based on a legal or contractual obligation, Customer agrees:

- a. Customer is responsible to remove all funds, if any, from WEEE returned to IBM, and to securely erase any data that Customer considers sensitive (including personal data), existing in/on waste machines (e.g. hard disk, storage devices, memory chips, etc.), before making them available for collection by IBM or its designated assignee. In the event that Customer is unable to comply with this obligation due to technical reasons, Customer will inform IBM thereof in writing. In this case, IBM shall be entitled to delete all data stored in/on the waste machines, as instructed and requested by Customer and according to the "IBM Supplementary Terms and Conditions for Processing of Customer Data by Order according to § 11 BDSG";
- b. IBM is not responsible for saving or protecting any funds, programs not provided by IBM with the original equipment, or any data contained in a WEEE that Customer returns to IBM; and
- c. IBM may ship all or part of the WEEE or its software to other IBM or third party locations around the world to perform its responsibilities under this Agreement, and Customer authorizes IBM to do so.

#### **NETHERLANDS**

##### **1.6. Payment**

*Add the following paragraphs to 1.6b:*

We may apply Customer's payment to Customer's other outstanding invoices.

Our rights relating to late payment charges shall be in addition to any other right that we may have in the event that Customer fails to make any payment due to us under this Agreement.

We reserve the right to also base our decision on the conclusion of an agreement with Customer on Customer's solvency and to require payment in advance of delivery or other security for payment.

Customer's obligation to pay is unconditional and shall not be subject to any abatement, reduction, set-off, defense, counter-claim interruption, deferment, or recoupment.

*Replace 1.7 with the following:*

Customer agrees to pay all taxes and duties, regardless of their qualification, unless specified otherwise on the invoice.

#### **SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND**

##### **1.6 Payment**

*Add the following additional sentence:*

When Customer makes payment by cheque, payment is deemed to have been made only when Customer's cheque has been received by IBM and its relevant account has been credited by IBM's authorised bankers.



## **SWITZERLAND**

### **1.3 Definitions - Definition of “Non-IBM Program”**

*The following is added to definition of. Non-IBM Programs:*

No liability of whatever sort is accepted or warranty granted by IBM.

### **1.14. General Principles of Our Relationship**

*Delete 1.14.1.*

## **TURKEY**

### **1.6 Payment**

*The following replaces 1.6b*

Amounts are due and payable upon receipt of invoice. Customer agrees to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, Customer may be subject to late payment charges.

*Add the following to the end of this section:*

Customer is responsible for all banking charges (including, but not limited to, LC charges, commissions, stamps, and extensions) incurred within and outside of Turkey.

## **IRELAND AND UNITED KINGDOM**

*The following sentence is added to the second paragraph of the preamble:*

Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

### **1.13 Limitation of Liability**

#### **1.13.1 Items for Which IBM May Be Liable**

*The following replaces the first paragraph of the Subsection:*

For the purposes of this section, a “Default” means any act, statement, omission or negligence on the part of IBM in connection with, or relating to, any Program license granted, any goods sold or services rendered by IBM under this Agreement in respect of which IBM is legally liable to Customer, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default by IBM in the performance of its obligations under this Agreement or other liability, Customer is entitled to recover damages from IBM.

Regardless of the basis on which Customer is entitled to claim damages from IBM and except as expressly required by law without the possibility of contractual waiver, IBM's entire liability for any one Default will not exceed the amount of any direct damages, to the extent actually suffered by Customer as an immediate and direct consequence of the default, up to the greater of (1) 500,000 euro (or the equivalent in local currency) or (2) 125% of the charges (if the Eligible Product is subject to fixed term charges, up to 12 months' charges) for the Eligible Product that is the subject of the claim. Notwithstanding the foregoing, the amount of any damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable is not subject to such limitation. In addition, the amount (if any) payable by IBM under the provisions of section 1.12.1 shall not be subject to any limitation or exclusion set forth in this section 1.13.

#### **1.13.2 Items for Which IBM is Not Liable**

*The following replaces Items 1.13.2b and 1.13.2c:*

- b. special, incidental, exemplary, or indirect damages or consequential damages; or
- c. wasted management time or lost profits, business, revenue, goodwill, or anticipated savings.

**Briefing Paper  
City of Spokane  
Spokane Police Department/Public Safety Committee  
December 17, 2012**

---

**Subject**

Contract with IBM for COPLINK Maintenance.

Contract amount is \$45,770.00 plus tax. The contract will begin on 01/01/2013 and end on 12/31/2013.

**Background**

COPLINK is a law enforcement information sharing database that supports a 12 member regional consortium in North Idaho and Spokane County. The Spokane Police Department is the fiduciary and host agency. All members are assessed a portion of maintenance fees based on the number of commissioned officers. Due to the proprietary nature of the software, IBM is the sole provider of support and maintenance.

**Impact**

Ongoing maintenance and support of COPLINK system. If maintenance contract is not renewed, COPLINK software subscription and support benefits will cease to be provided. This impacts other agencies who participate in COPLINK information sharing platform as well and is in violation of MOU's signed with those agencies.

**Action**

Approval of the IBM COPLINK maintenance contract

**Funding**

SRECS IT fund



CITY OF SPOKANE  
808 W Spokane Falls Blvd  
Spokane WA 99201

## SOLE SOURCE JUSTIFICATION FORM

Requisition Item: IBM 2013 COPLINK MAINTENANCE CONTRACT

Requisition Number: \_\_\_\_\_

Prior Purchase Order Number (if item had been approved previously): \_\_\_\_\_

1. Describe the item and its function.

The item requisitioned is annual vendor maintenance fee to support the **ARREST COPLINK** system hosted by the Spokane Police Department.

The cost of hosting and administering the node is shared among members of the regional **ARREST consortium** with allocation based on size of agency.

The **ARREST COPLINK** platform links incompatible regional law enforcement databases through a secure, internet-based platform, and allows authorized users to search using known facts. It also connects to other regional COPLINK systems throughout the west. It is used by Investigators, Crime Analysts, Patrol officers and other law enforcement support personnel to quickly query data, build leads and analyze trends. **COPLINK®** is a web based set of software tools that organizes and rapidly analyzes vast quantities of structured and seemingly unrelated data, currently housed in various incompatible law enforcement databases and record management systems, over a highly secure internet-based platform

2. The item is a sole source\* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard\*\*
- sole provider of factory-authorized warranty service
- sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Be specific.

Department: SRECS IT

Department Contact: Carrie Aiken Phone: 625-4108

Requested Vendor: IBM

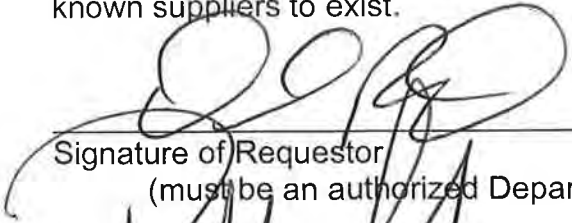
Vendor's Address: PNC Firstside Center, IBM Lockbox 643600, Pittsburgh, PA 15264-3600

Vendor Contact: Kenneth M. Robinson, NA Subscription & Support Sales Rep, Acquisitions (West) Phone: 1-720-349-0218

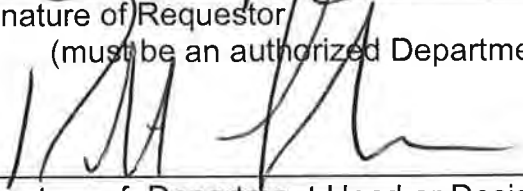
Cost Estimate: \$45,770.00 (before tax)

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

  
\_\_\_\_\_  
Signature of Requestor  
(must be an authorized Department Buyer)

12/6/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Head or Designee

12/6/2012  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval by Purchasing (when applicable)

\_\_\_\_\_  
Date

\* Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\* Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving *via* a testing shall be competitively bid if there is more than one vendor of the item. Rev. 2/05



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	OPR 2012-1034
<b>Renews #</b>	OPR 2012-0013
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MANAGEMENT INFORMATION SERVICES
<b>Contact Name/Phone</b>	MICHAEL 625-6468 SLOON
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 INTEGRA HARDWARE SOFTWARE (2013)

**Agenda Wording**

Contract with Integra Information Technologies, Inc.(Boise, ID) which includes Software Assurance for Hyland and Hardware Maintenance for equipment located at various City Depts from January 1, 2013 through December 31, 2013—\$73,296.96 inc tax.

**Summary (Background)**

Integra Information Technologies, Inc. was selected and implemented in 2002 for the City of Spokane's Enterprise Document Imaging and Management System to include the City of Spokane Police Department and City Clerk's Department. This contract includes Hardware Maintenance for various Scanners, Micro Imager, and Software Assurance for Hyland. See attachment.

**Fiscal Impact**

Expense	\$ 62,336.74 includes tax
Expense	\$ 10,960.22 includes tax
Select	\$
Select	\$

**Budget Account**

#	5300-73300-18850-54820
#	5300-73300-18850-54804
#	
#	

**Approvals**

<b>Dept Head</b>	SLOON, MICHAEL
<b>Division Director</b>	DUNIVANT, TIMOTHY
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	
	Accounting - pdolan@spokanecity.org
	Contract Accounting - mlesense@spokanecity.org
	Legal - bburns@spokanecity.org
	Taxes & Licenses
	Purchasing - cwahl@spokanecity.org
	MIS – jhamilton@spokanecity.org
	Integra - beau.brazier@integrainfotech.com

**Additional Approvals**

<b>Purchasing</b>	WAHL, CONNIE

Contract ID	Description	Location	Model #	Serial #	2012	2013	2013 Date	2013 Dates
2013								
9247	Canon Scanner	City Clerk	DR3060/DR-6010C	CE306869	\$ 475.00	\$ 480.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9247	Canon Scanner	City Clerk	DR3060/DR-6010C	CE306873	\$ 475.00	\$ 480.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9247	Canon Scanner	City Clerk	DR3060/DR-6010C	CE306876	\$ 475.00	\$ 480.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9247	Canon Scanner	City Clerk	DR3080C/DR-6010C	CC303727	\$ 485.00	\$ 480.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9247	Canon Scanner	City Clerk	DR-3080CII	DF329029	\$ 525.00	\$ 530.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9247	Canon Scanner	City Clerk	DR-3080CII	DF329028	\$ 525.00	\$ 530.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9247	Canon Scanner	Police	DR-3060	CE304052	\$ 475.00	\$ 480.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9247	Canon Scanner	Police	DR-4010	DW303489	\$ 575.00	\$ 580.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9247	Canon Scanner	Police	DR-4010	DW303491	\$ 575.00	\$ 580.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9246	Canon Digital Microfilm Scanner	Police	MS500, FP300, FSIII	AC300120	\$ 2,350.00	\$ 2,373.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
9245	Kodak Duplex Scanner	Police	3520 Duplex	12116543	\$ 3,059.00	\$ 3,090.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
<b>Total Yearly Hardware Cost</b>					<b>\$ 9,994.00</b>	<b>\$ 10,083.00</b>		

License #	2012	2013	2013 Date	2013 Dates
	\$ 950.00	\$ 975.00		1/01/2013-12/31/2013
	\$ 1,900.00	\$ 1,950.00		1/01/2013-12/31/2013
	\$ 11,628.00	\$ 14,274.00	61	1/01/2013-12/31/2013
	\$ 950.00	\$ 975.00	1	1/01/2013-12/31/2013
	\$ 1,900.00	\$ 2,340.00	6	1/01/2013-12/31/2013
	\$ 390.00	\$ 399.00		1/01/2013-12/31/2013
	\$ 1,900.00	\$ 1,950.00	1	1/01/2013-12/31/2013
	\$ 950.00	\$ 975.00	1	1/01/2013-12/31/2013
	\$ 285.00	\$ 293.00	1	1/01/2013-12/31/2013
	\$ 1,330.00	\$ 1,365.00	1	1/01/2013-12/31/2013
	\$ 950.00	\$ 975.00	1	1/01/2013-12/31/2013
	\$ 7,600.00	\$ 7,800.00	20	1/01/2013-12/31/2013
	\$ -	\$ 312.00	1	1/01/2013-12/31/2013
	\$ -	\$ 95.00	1	OTTIC Free License, prorated amount
	\$ 570.00	\$ 975.00	1	1/01/2013-12/31/2013
	\$ 9,550.00	\$ 9,750.00	1	1/01/2013-12/31/2013
	\$ 950.00	\$ 975.00	1	1/01/2013-12/31/2013
	\$ 1,900.00	\$ 1,950.00	1	1/01/2013-12/31/2013
	\$ 950.00	\$ 975.00	1	1/01/2013-12/31/2013
	\$ -	\$ 1,000.00	1	1/01/2013-12/31/2013
	\$ -	\$ 2,925.00	1	
	\$ -	\$ 2,266.67	1	1/01/2013-12/31/2013
	\$ -	\$ 67.50	1	1/01/2013-12/31/2013
	\$ 950.00	\$ (158.33)	-1	Swapped for IDOL, Prorated amount
	\$ 38.00	\$ (6.33)	-1	Swapped for IDOL, Prorated amount
<b>Total Yearly Software Cost</b>				
	<b>\$ 47,541.00</b>	<b>\$ 57,347.51</b>		

License #	2012	2013	2013 Date	2013 Dates
	\$ 26,500.00	\$ 26,500.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
<b>Total Yearly Fixed Support Cost</b>				
	<b>\$ 26,500.00</b>	<b>\$ 26,500.00</b>		
<b>Total Yearly Software, Hardware and Fixed Support Cost</b>				
	<b>\$ 84,035.00</b>	<b>\$ 93,930.51</b>		
	8.70%	\$ 8,171.95		
<b>TOTAL</b>	<b>\$ 102,102.46</b>			

Contract ID	Description	Location	Model #	Serial #	2012	2013	2013 Date	2013 Dates
9253	Support	MIS		FBSAXCOS	\$ 26,500.00	\$ 26,500.00	1/01/2012-12/31/2012	1/01/2013-12/31/2013
<b>Total Yearly Fixed Support Cost</b>								
					<b>\$ 26,500.00</b>	<b>\$ 26,500.00</b>		
<b>Total Yearly Software, Hardware and Fixed Support Cost</b>								
					<b>\$ 84,035.00</b>	<b>\$ 93,930.51</b>		
					8.70%	\$ 8,171.95		
<b>TOTAL</b>					<b>\$ 102,102.46</b>			





www.IntegraECM.com

Integra Information Technologies, Inc.  
 P.O. Box 8304  
 Boise, ID 83707-2304  
 Phone 208-336-2720  
 FAX 208-336-2722

# INVOICE

Date	Invoice #
10/31/2012	17056

Bill To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

Ship To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

P.O. Number	Account #	Rep	Ship Via	Terms	Due Date
Contract# 9247	CKC600		-	Net 15	11/15/2012

Quantity	Item Number	Description	Unit Price	UOM	Extended Price
1	MAINTOR	12 Month Service Agreement Contract# 9247 Coverage from 1/1/2013 through 12/31/2013			
		Onsite Hardware Agreement Canon DR-3060 Serial# CE304052, Unit ID: 5821 Location: Spokane Public Safety Building	480.00		480.00T
1	MAINTOR	Onsite Hardware Agreement Canon DR-4010C Serial# DW303491, Unit ID: 5706 Location: Spokane Public Safety Building	580.00		580.00T
1	MAINTOR	Onsite Hardware Agreement Canon DR-4010C Serial# DW303489, Unit ID: 5606 Location: Spokane Public Safety Building	580.00		580.00T
1	MAINTOR	Onsite Hardware Agreement Canon DR-3060 Serial# CE306869, Unit ID: 5070 Location: City Clerk	480.00		480.00T

Thank you for your business.	<b>Subtotal</b>
	<b>Sales Tax (8.7%)</b>
	<b>Payments/Credits</b>
	<b>Balance Due</b>



Integra Information Technologies, Inc.  
 P.O. Box 8304  
 Boise, ID 83707-2304  
 Phone 208-336-2720  
 FAX 208-336-2722

# INVOICE

www.IntegraECM.com

Date	Invoice #
10/31/2012	17056

Bill To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

Ship To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

P.O. Number	Account #	Rep	Ship Via	Terms	Due Date
Contract# 9247	CKC600			Net 15	11/15/2012

Quantity	Item Number	Description	Unit Price	UOM	Extended Price
1	MAINTOR	Onsite Hardware Agreement Canon DR-3080C Serial# CC303727, Unit ID: 5069 Location: Clerk's Office, 5th floor	480.00		480.00T
1	MAINTOR	Onsite Hardware Agreement Canon DR-3080C Serial# CE306876, Unit ID: 5068 Location: City Clerk	480.00		480.00T
1	MAINTOR	Onsite Hardware Agreement Canon DR-3060 Serial# CE306873, Unit ID: 5071 Location: City Clerk	480.00		480.00T
1	MAINTOR	Onsite Hardware Agreement Canon DR-3080Cii Serial# DF329029, Unit ID: 5073 Location: Clerk's Office, 5th floor	530.00		530.00T
1	MAINTOR	Onsite Hardware Agreement Canon DR-3080Cii Serial# DF329028, Unit ID: 5072 Location: Clerk's Office, 5th floor	530.00		530.00T

Thank you for your business.	<b>Subtotal</b>	\$4,620.00
	<b>Sales Tax (8.7%)</b>	\$401.94
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$5,021.94





www.IntegraECM.com

Integra Information Technologies, Inc.  
 P.O. Box 8304  
 Boise, ID 83707-2304  
 Phone 208-336-2720  
 FAX 208-336-2722

# INVOICE

Date	Invoice #
10/31/2012	17054

Bill To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

Ship To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

P.O. Number	Account #	Rep	Ship Via	Terms	Due Date
Contract# 9245	CKC600	GM	-	Net 15	11/15/2012

Quantity	Item Number	Description	Unit Price	UOM	Extended Price
1	MAINTOR	12 Month Kodak Service Renewal Contract# 9245 Coverage from 1/1/13 through 12/31/13			0.00
		Onsite Hardware Agreement Kodak 3520 Duplex Scanner Serial# 12116543, Unit ID: 2892 Location: 1100 W. Mallon Ave., Spokane, WA	3,090.00		3,090.00

Thank you for your business.	<b>Subtotal</b>	\$3,090.00
	<b>Sales Tax (8.7%)</b>	\$0.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,090.00



www.IntegraECM.com

Integra Information Technologies, Inc.  
 P.O. Box 8304  
 Boise, ID 83707-2304  
 Phone 208-336-2720  
 FAX 208-336-2722

# INVOICE

Date	Invoice #
10/31/2012	17055

<b>Bill To</b>
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

<b>Ship To</b>
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

P.O. Number	Account #	Rep	Ship Via	Terms	Due Date
Contract# 9246	CKC600			Net 15	11/15/2012

Quantity	Item Number	Description	Unit Price	UOM	Extended Price
1	MAINTOR	12 Month Service Agreement Contract# 9246 Coverage from 1/1/2013 through 12/31/2013			
		Onsite Hardware Agreement Canon MS 500 Serial# AC300120, Unit ID: 2666 Location: City of Spokane PD, 1100 W. Mallon Ave, Spokane	1,010.00		1,010.00T
1	MAINTOR	Onsite Hardware Agreement Canon FP300 Printer Serial# 2392, Unit ID: 2666B Location: City of Spokane PD, 1100 W. Mallon Ave, Spokane	353.00		353.00T
1	MAINTOR	Onsite Hardware Agreement Canon FSIII Carrier Serial# 2391, Unit ID: 2666A Location: City of Spokane PD, 1100 W. Mallon Ave, Spokane	1,010.00		1,010.00T

Thank you for your business.	<b>Subtotal</b>	\$2,373.00
	<b>Sales Tax (8.7%)</b>	\$206.45
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$2,579.45



Integra Information Technologies, Inc.  
 P.O. Box 8304  
 Boise, ID 83707-2304  
 208-336-2720  
 FAX 208-336-2722

# Invoice

INVOICE#	Date
1038	11/13/2012

<b>Bill To</b>
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

<b>Ship To</b>
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

P.O. Number	Account #	Rep	Ship Via	Terms	Due Date
Contract# 9256	CKC600	BB		Net 15	11/28/2012

Item Number	Quantity	Description	Unit Price	UOM	Total
		12 Month Software Assurance for OnBase Contract# 9256 Coverage: 1/1/2013 thru 12/31/2013			
SWA	1	Software Assurance Multi User Server Serial# OBIPW1	975.00	License	975.00T
SWA	1	Software Assurance Web Server Serial# WTPW1	1,950.00	License	1,950.00T
SWA	61	Software Assurance Concurrent Client Serial# CTIPC1	234.00	License	14,274.00T
SWA	1	Software Assurance Production Document Imaging (1st one) Serial# ISIPW1	975.00	License	975.00T
SWA	6	Software Assurance Production Document Imaging (2 or more) Serial# ISIPW2	390.00	License	2,340.00T
SWA	1	Software Assurance Public Sector Constituency Web Access Serial# GWIP11	399.00	License	399.00T
SWA	1	Software Assurance Cold/ERM Process Serial# CLIPW1	1,950.00	License	1,950.00T
SWA	1	Software Assurance Document Import Processor Serial# DPIPW1	975.00	License	975.00T

Thank you for your business.

<b>Subtotal</b>
<b>Sales Tax (8.7%)</b>
<b>Total</b>



Integra Information Technologies, Inc.  
 P.O. Box 8304  
 Boise, ID 83707-2304  
 208-336-2720  
 FAX 208-336-2722

# Invoice

INVOICE#	Date
1038	11/13/2012

Bill To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

Ship To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

P.O. Number	Account #	Rep	Ship Via	Terms	Due Date	
Contract# 9256	CKC600	BB		Net 15	11/28/2012	
Item Number	Quantity	Description		Unit Price	UOM	Total
SWA	1	Software Assurance Batch OCR Serial# OCIPW1		293.00	License	293.00T
SWA	1	Software Assurance Integration for ARC GIS Desktop Serial# AGIPI1		1,365.00	License	1,365.00T
SWA	1	Software Assurance Distributed Disk Services Serial# DSIPI1		975.00	License	975.00T
SWA	20	Software Assurance Workflow Concurrent License (1-20) Serial# WLIPC1		390.00	License	7,800.00T
SWA	1	Software Assurance Workflow Concurrent License (21-50) - OTTC Free License Serial# WLIPC2, 2012 Prorated amount		95.00	License	95.00T
SWA	1	Software Assurance Workflow Concurrent License (21-50) - OTTC Free License Serial# WLIPC2		312.00	License	312.00T
SWA	1	Software Assurance Agenda Manager and Minutes Module Serial# AMIPW1		975.00	License	975.00T
SWA	1	Software Assurance Application Enabler Enterprise Version Serial# AEIPI2		9,750.00	License	9,750.00T
SWA	1	Software Assurance		975.00	License	975.00T

Thank you for your business.

<b>Subtotal</b>
<b>Sales Tax (8.7%)</b>
<b>Total</b>



Integra Information Technologies, Inc.  
 P.O. Box 8304  
 Boise, ID 83707-2304  
 208-336-2720  
 FAX 208-336-2722

# Invoice

INVOICE#	Date
1038	11/13/2012

Bill To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

Ship To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

P.O. Number	Account #	Rep	Ship Via	Terms	Due Date
Contract# 9256	CKC600	BB		Net 15	11/28/2012

Item Number	Quantity	Description	Unit Price	UOM	Total
SWA	1	EDM Services Serial# DMIPI1 Software Assurance	1,950.00	License	1,950.00T
SWA	1	Query API Serial# APIPQ3 Software Assurance	1,950.00	License	1,950.00T
SWA	1	Unity Tool Kit Serial# UIPI1 Software Assurance	975.00	License	975.00T
SWA	1	Virtual Print Driver Serial# PTMPC1 Software Assurance	1,000.00	License	1,000.00T
SWA	1	Mobile Access for iPad Serial# OMMPW1COS Software Assurance	2,925.00	License	2,925.00T
SWA	1	Physical Records Managment Serial# PRMPI1COS Software Assurance	2,266.67	License	2,266.67T
SWA	1	Full-Text Indexing Server for Autonomy Serial# IDIPICOS Software Assurance	-158.33	License	-158.33T
SWA	1	Full Text Indexing Server for MS Credit, Swapped for IDOL Software Assurance	67.50	License	67.50T
SWA	1	Full-Text Indexing Concurrent Client for Autonomy IDOL Serial# IDIPC1COS Software Assurance	-6.33	License	-6.33T

Thank you for your business.

<b>Subtotal</b>
<b>Sales Tax (8.7%)</b>
<b>Total</b>



Integra Information Technologies, Inc.  
 P.O. Box 8304  
 Boise, ID 83707-2304  
 208-336-2720  
 FAX 208-336-2722

# Invoice

INVOICE#	Date
1038	11/13/2012

Bill To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

Ship To
City of Spokane - MIS Joan Hamilton 808 W. Spokane Falls Blvd., 7th Floor Spokane, WA 99201

P.O. Number	Account #	Rep	Ship Via	Terms	Due Date
Contract# 9256	CKC600	BB		Net 15	11/28/2012

Item Number	Quantity	Description	Unit Price	UOM	Total
		Full Text Indexing Concurrent Client for MS Credit, Swapped for IDOL			

Thank you for your business.

<b>Subtotal</b>	\$57,347.51
<b>Sales Tax (8.7%)</b>	\$4,989.23
<b>Total</b>	\$62,336.74



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

01/07/2013

<u>Date Rec'd</u>	12/26/2012
<u>Clerk's File #</u>	OPR 2012-1035
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2012-0938
<u>Project #</u>	
<u>Bid #</u>	RFP 3884-12
<u>Requisition #</u>	

<u>Submitting Dept</u>	MANAGEMENT INFORMATION SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 STRUCTURED SYMANTEC MAINT (2013)

Agenda Wording  
 Contract with Structured Communications Systems, Inc. (Clackamus, OR) term January 1, 2013 through December 31, 2013 for 24/7 extended support for the Symantec centralized backup softwares utilized by the City of Spokane--\$94,560.00 plus tax.

Summary (Background)  
 All terms and conditions are in compliance with the City of Spokane's Master Contract # OPR2012-0938. NetBackup Cross Platform Share (licenses to run multi platform through SAN for backup), Enterprise Vault Products (aids in electronic mail and other digital file data) and Cluster Server (high availability for failover of centralized backup system) are the centralized backup softwares utilized by the City of Spokane. This contract provides extended support – 24 hours a day, 7 days a week, a toll free support line, problem solving, problem tracking, bug reporting, clarification of documentation, patches and bug fixes and new releases and versions.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 94,560.00 plus tax	# 5300-73500-18850-54820
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Accounting - pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org	
<u>Additional Approvals</u>		Legal - bburns@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Taxes & Licenses	
		Purchasing - cwahl@spokanecity.org	
		MIS – jhamilton@spokancity.org	
		Structured - cschurter@structured.com	

Quote # 121119SY\_R2\_City of Spokane\_Symantec Support Renewal.



**structured**  
bridging people, business & technology™

Quote Expires 30 Days From:  
12/3/2012

Company Name: City of Spokane  
Contact: Emma Wright

Phone: 509-625-6773  
Email: [ewright@spokanecity.org](mailto:ewright@spokanecity.org)

Account Executive: Craig Schurter

23403 East Mission Ave., Suite A6 - Spokane, WA 99019 - 509.926.3601  
Toll Free 800.881.0962 - Order Fax 888.729.0997

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<b><u>City of Spokane Symantec Support Renewal</u></b>								
1		Essential Support Annual Maintenance Renewal, Government Band S					94,560.00	94,560.00
<b>GRAND TOTAL:</b>								<b><u>94,560.00</u></b>



Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<b>Solution Line Item Detail:</b>								
<b><u>Essential Support Annual Maintenance Renewal, Government Band S</u></b>								
2	EW8TWZZ0-ER1GS	SYMC ENTERPRISE VAULT E-DISCOVERY STANDARD EDITION FOR MICROSOFT EXCHANGE 10.0 WIN PER USER STD LIC GOV BAND S		<u>1/1/2013</u>	<u>12/31/2013</u>	10	6.28	62.83
3	EW8TWZZ0-ER1GS	SYMC ENTERPRISE VAULT E-DISCOVERY STANDARD EDITION FOR MICROSOFT EXCHANGE 10.0 WIN PER USER STD LIC GOV BAND S		<u>1/1/2013</u>	<u>12/31/2013</u>	2000	6.28	12,566.32
4	IPI0WZZ0-ER1GS	SYMC ENTERPRISE VAULT STORAGE MANAGEMENT FOR MICROSOFT EXCHANGE 10.0 WIN PER USER STD LIC GOV BAND S		<u>1/1/2013</u>	<u>12/31/2013</u>	2000	6.83	13,654.74
5	IPI0WZZ0-ER1GS	SYMC ENTERPRISE VAULT STORAGE MANAGEMENT FOR MICROSOFT EXCHANGE 10.0 WIN PER USER STD LIC GOV BAND S		<u>1/1/2013</u>	<u>12/31/2013</u>	10	6.83	68.27
6	IQVMUBZ0-ER1GS	MICROSOFT EXCHANGE 10.0 WIN PER USER STD LIC GOV BAND S		<u>1/1/2013</u>	<u>12/31/2013</u>	2	1,091.24	2,182.48
7	ZCKFU1Z0-ER1GS	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 STD LIC		<u>1/1/2013</u>	<u>12/31/2013</u>	1	1,136.76	1,136.76
8	ZCKFU1Z0-ER1GS	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 STD LIC		<u>1/1/2013</u>	<u>12/31/2013</u>	2	1,136.76	2,273.51
9	9BITC3Z0-ER1GS	SYMC NETBACKUP ENTERPRISE CLIENT 7.5 WIN/LNX/SOLX64 1 SERVER TIER 3 STD LIC		<u>1/1/2013</u>	<u>12/31/2013</u>	1	931.94	931.94
10	9BITC4Z0-ER1GS	SYMC NETBACKUP ENTERPRISE CLIENT 7.5 WIN/LNX/SOLX64 1 SERVER TIER 4 STD LIC EXPRESS BAND S		<u>1/1/2013</u>	<u>12/31/2013</u>	2	1,387.09	2,774.19

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
11	9BITC4Z0-ER1GS	SYMC NETBACKUP ENTERPRISE CLIENT 7.5 WIN/LNX/SOLX64 1 SERVER TIER 4 STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	1,387.09	2,774.19
12	9BITU1Z0-ER1GS	SYMC NETBACKUP ENTERPRISE CLIENT 7.5 UNX 1 SERVER TIER 1 STD LIC		1/1/2013	12/31/2013	2	1,159.51	2,319.03
13	9BITC2Z0-ER1GS	SYMC NETBACKUP ENTERPRISE CLIENT 7.5 WIN/LNX/SOLX64 1 SERVER TIER 2 STD LIC GOV BAND S		1/1/2013	12/31/2013	1	704.36	704.36
14	9BITC2Z0-ER1GS	SYMC NETBACKUP ENTERPRISE CLIENT 7.5 WIN/LNX/SOLX64 1 SERVER TIER 2 STD LIC		1/1/2013	12/31/2013	7	704.36	4,930.50
15	MQPKU1Z0-ER1GS	SYMC NETBACKUP ENTERPRISE SERVER 7.5 UNX 1 SERVER TIER 1 STD LIC		1/1/2013	12/31/2013	1	2,275.79	2,275.79
16	QLQOZZ0-ER1GS	SYMC NETBACKUP OPTION VAULT ADDITIONAL DRIVE 7.5 XPLAT STD LIC		1/1/2013	12/31/2013	4	455.16	1,820.63
17	9AGFXZZ0-ER1GS	SYMC NETBACKUP OPTION VAULT BASE 7.5 XPLAT STD LIC		1/1/2013	12/31/2013	1	2,275.79	2,275.79
18	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC GOV BAND S		1/1/2013	12/31/2013	1	135.41	135.41
19	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	135.41	135.41
20	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC GOV BAND S		1/1/2013	12/31/2013	2	135.41	270.82
21	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	3	135.41	406.23
22	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	135.41	135.41
23	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	135.41	270.82

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
24	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	5	135.41	677.05
25	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC		1/1/2013	12/31/2013	30	135.41	4,062.28
26	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC GOV BAND S		1/1/2013	12/31/2013	2	135.41	270.82
27	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC		1/1/2013	12/31/2013	24	135.41	3,249.83
28	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC GOV BAND S		1/1/2013	12/31/2013	2	135.41	270.82
29	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	135.41	270.82
30	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	135.41	135.41
31	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	16	135.41	2,166.55
32	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	135.41	270.82
33	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	135.41	135.41
34	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	135.41	270.82
35	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	135.41	135.41
36	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	135.41	135.41

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
37	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	135.41	270.82
38	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	7	135.41	947.87
39	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	135.41	135.41
40	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	135.41	270.82
41	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC		1/1/2013	12/31/2013	5	135.41	677.05
42	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC		1/1/2013	12/31/2013	2	135.41	270.82
43	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC GOV BAND S		1/1/2013	12/31/2013	1	135.41	135.41
44	PVXBZZ0-ER1GS	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE STD LIC		1/1/2013	12/31/2013	2	682.74	1,365.47
45	PVXBZZ0-ER1GS	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE STD LIC		1/1/2013	12/31/2013	4	682.74	2,730.95
46	PVXBZZ0-ER1GS	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE STD LIC		1/1/2013	12/31/2013	2	682.74	1,365.47
47	PVXBZZ0-ER1GS	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE STD LIC		1/1/2013	12/31/2013	2	682.74	1,365.47
48	PVXBZZ0-ER1GS	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	3	682.74	2,048.21

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
49	PVXBZZ0-ER1GS	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	682.74	682.74
50	KUT8XZZ0-ER1GS	SYMC NETBACKUP OPTION SHARED STORAGE OPTION 7.5 XPLAT 1 DRIVE STD LIC		1/1/2013	12/31/2013	2	455.16	910.32
51	KUT8XZZ0-ER1GS	SYMC NETBACKUP OPTION SHARED STORAGE OPTION 7.5 XPLAT 1 DRIVE STD LIC		1/1/2013	12/31/2013	4	455.16	1,820.63
52	KUT8XZZ0-ER1GS	SYMC NETBACKUP OPTION SHARED STORAGE OPTION 7.5 XPLAT 1 DRIVE STD LIC		1/1/2013	12/31/2013	2	455.16	910.32
53	KUT8XZZ0-ER1GS	SYMC NETBACKUP OPTION SHARED STORAGE OPTION 7.5 XPLAT 1 DRIVE STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	455.16	455.16
54	KUT8XZZ0-ER1GS	SYMC NETBACKUP OPTION SHARED STORAGE OPTION 7.5 XPLAT 1 DRIVE STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	3	455.16	1,365.47
55	QDTVWZZ5-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER STANDARD EDITION PER SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	146.79	146.79
56	QDTVWZZ5-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER STANDARD EDITION PER SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	1	146.79	146.79
57	QDTVWZZ4-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER ENTERPRISE EDITION PER SERVER STD LIC		1/1/2013	12/31/2013	10	351.61	3,516.09
58	QDTVWZZ4-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER ENTERPRISE EDITION PER SERVER STD LIC		1/1/2013	12/31/2013	2	351.61	703.22
59	QDTVWZZ4-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER ENTERPRISE EDITION PER SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	351.61	703.22

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
60	QDTWZZ4-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER ENTERPRISE EDITION PER SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	351.61	703.22
61	QDTWZZ4-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER ENTERPRISE EDITION PER SERVER STD LIC GOV BAND S		1/1/2013	12/31/2013	2	351.61	703.22
62	QDTWZZ4-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER ENTERPRISE EDITION PER SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	351.61	703.22
63	QDTWZZ3-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER DATACENTER EDITION PER SERVER STD LIC EXPRESS BAND S		1/1/2013	12/31/2013	2	1,250.55	2,501.09
64	TWN2XZZ0-ER1GS	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER STD LIC GOV BAND S		12/6/2012	12/31/2013	1	144.67	144.67
65	QDTWZZ4-ER1GS	VRTS STORAGE FOUNDATION 6.0 WIN FOR OS TIER ENTERPRISE EDITION PER SERVER STD LIC		1/1/2013	12/31/2013	2	351.61	703.22
<b>Sub Total</b>								<b><u>94,560.00</u></b>

Prepared by: Candace Goodwald for Craig Schurter

Please contact the person listed above at Structured for any questions regarding this quotation.

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice.</li> <li>Prices do not include tax. All applicable sales taxes will be added at time of invoice.</li> <li>Payment terms are Cash, Visa, or COD. Net 20 day terms are available with approved credit. Structured Communication Systems, Inc. Standard Terms &amp; Conditions apply to this and all quotations. A copy is available upon request.</li> <li>All quotes and proposals are calculated using US Dollars.</li> <li>Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.</li> <li><b>Remit To Address:</b> 12901 SE 97th Ave Suite 400, Clackamas OR, 97015</li> </ol> <p><i>This Quotation contains information that is privileged and confidential. The information contained in this Quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</i></p>								

**WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com**

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

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

**Shipping Address:**

Street:  
City, ST Zip:  
Contact:  
Phone:  
Email:

**Billing Address:**

Preferred Shipping Method: Ground \_\_\_\_\_ 2nd Day \_\_\_\_\_ Overnight \_\_\_\_\_  
Date Needed:

**Customer Reference / Purchase Order Number:** \_\_\_\_\_

**Bridging People, Business & Technology**  
Ask us about our high-quality Internet Security, Connectivity, Storage and Access Offerings...



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

01/07/2013

<u>Date Rec'd</u>	12/26/2012
<u>Clerk's File #</u>	OPR 2012-1036
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2012-0938
<u>Project #</u>	
<u>Bid #</u>	RFP 3884-12
<u>Requisition #</u>	

<u>Submitting Dept</u>	MANAGEMENT INFORMATION SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 STRUCTURED HITACHI MAINT (2013)

Agenda Wording  
 Contract with Structured Communications Systems, Inc. (Clackamus, OR) for 24/7 Hitachi Hardware & Software Maintenance Support January 1, 2013 through December 31, 2013--\$63,890.24 plus tax.

Summary (Background)  
 All terms and conditions are in compliance with the City of Spokane's Master Contract # OPR 2012-0938. Hitachi Storage Area Network (SAN) is the City of Spokane's current data storage system. The Hitachi SAN system provides management for all data storage, accounts and timely backups of data/files, facilitates easier and faster restores of datam and provides for the establishment of a business continuity site. Structured Communications Systems, Inc. was the selected vendor to provide maintenance and support for Hitachi equipment and software from RFP 3884-12.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 63,890.24 plus tax	# 5300-73500-18850-54804
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Accounting - pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org	
<u>Additional Approvals</u>		Legal - bburns@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Taxes & Licenses	
		Purchasing - cwahl@spokanecity.org	
		MIS – jhamilton@spokancity.org	
		Structured - cschurter@structured.com	





Company Name: City of Spokane  
Contact: Emma Wright

Phone: 509-625-6773  
Email: [ewright@spokanecity.org](mailto:ewright@spokanecity.org)

Account Executive: Craig Schurter

23403 East Mission Ave., Suite A6 - Spokane, WA 99019 - 509.926.3601  
Toll Free 800.881.0962 - Order Fax 888.729.0997

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<b><u>City of Spokane Hitachi Support Renewal</u></b>								
1		NSC55 Hardware Support (Please note that support for this unit will no longer be available as of 7/31/2013).						12,390.49
2		NSC55 Software Support (Please note that support for this unit will no longer be available as of 7/31/2013).						16,949.57
3		HDLM License Support						317.52
4		AMS2300 Hardware Support						8,586.84
5		AMS2300 Software Support						957.35
6		AMS500 Hardware Support for SN# 75013142						3,039.16
7		AMS500 Software Support for SN# 75013142						1,080.65
8		AMS500 Hardware Support for SN#75041358						5,557.45
9		AMS500 Software Support for SN#75041358						1,080.65
10		Brocade Blade Support for SW48000 for Serial Numbers QV060005329 & QV060005331						13,930.56
<b>GRAND TOTAL:</b>								<b>63,890.24</b>

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<b>Solution Line Item Detail:</b>								
<b><u>NSC55 Hardware Support (Please note that support for this unit will no longer be available as of 7/31/2013).</u></b>								
11	043-990313-01.P	SVC-NSC55 - CF5-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	1	2,191.27	2,191.27
12	043-990317-01.P	SVC-NSC55 - CA16HS-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	1	328.66	328.66
13	043-990357-01.P	SVC-NSC55 - CMC4G-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	4	109.58	438.32
14	043-990357-01.P	SVC-NSC55 - CMC4G-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	1	135.24	135.24
15	043-990357-01.P	SVC-NSC55 - CMC4G-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	2	151.96	303.91
16	043-990361-01.P	SVC-NSC55 - SMCS1G-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	5	54.79	273.95
17	043-990361-01.P	SVC-NSC55 - SMCS1G-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	1	75.98	75.98
18	043-990365-01.P	SVC-NSC55 - HDD146JS-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	88	43.82	3,855.73
19	043-990365-01.P	SVC-NSC55 - HDD146JS-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	32	54.11	1,731.67
20	043-990365-01.P	SVC-NSC55 - HDD146JS-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	44	60.78	2,674.50
21	043-990377-01.P	SVC-NSC55 - ABLGABR-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	1	52.60	52.60
22	043-990382-01.P	SVC-NSC55 - CAMIX2R-Y3+ Standard 1 mo	80372	1/1/2013	7/31/2013	1	328.66	328.66
<b>Sub Total</b>							<b><u>12,390.49</u></b>	
<b><u>NSC55 Software Support (Please note that support for this unit will no longer be available as of 7/31/2013).</u></b>								
23	304-210388-23.P	SVC 1-36Mo NSC Resource Manager License	U131205-005	1/1/2013	7/31/2013	1	238.66	238.66

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
24	304-210247-23A.P	SVC 1-36Mo USP UVM for Modular Strg 1st TB	U030106-008	1/1/2013	7/31/2013	1	255.80	255.80
25	304-210247-23B.P	SVC 1-36Mo USP UVM for Modular Strg 1TB(2-6)	U030106-008	1/1/2013	7/31/2013	5	165.64	828.18
26	304-210247-23C.P	SVC 1-36Mo USP UVM for Modular Strg 1TB(7-15)	U030106-008	1/1/2013	7/31/2013	9	117.85	1,060.68
27	304-210247-23D.P	SVC 1-36Mo USP UVM for Modulr Strg 1TB(16-31)	U030106-008	1/1/2013	7/31/2013	1	93.54	93.54
28	304-210247-03D.P	SVC Mo USP UVM for Modulr Strg 1TB(16-31)	U030106-008	1/1/2013	7/31/2013	7	120.98	846.84
29	304-210737-03C.P	SVC Mo NSC Universal Volume Mgr 4TB (17-32)	U030106-008	1/1/2013	7/31/2013	1	158.04	158.04
30	304-210304-23A.P	SVC 1-36Mo USP DataRetentUtil Mod 1st TB	U260106-011	1/1/2013	7/31/2013	1	157.54	157.54
31	304-210304-23B.P	SVC 1-36Mo USP DataRetentUtil Mod 1TB(2-6)	U260106-011	1/1/2013	7/31/2013	1	81.13	81.13
32	304-210501-23A.P	SVC 1-36Mo NSC Shdwlmg InSys Rep 1st TB	U120106-004	1/1/2013	7/31/2013	1	906.78	906.78
33	304-210501-23B.P	SVC 1-36Mo NSC Shdwlmg InSys Rep 1TB(2-6)	U120106-004	1/1/2013	7/31/2013	3	214.77	644.32
34	304-210467-23.P	SVC 1-36Mo NSC HiCmd Device Manager v4.3	U281205-007	1/1/2013	7/31/2013	1	1,282.21	1,282.21
35	304-210377-23A.P	SVC 1-36Mo HiCmd SSM v4.0 50 MAPs (50-450)	U201205-011	1/1/2013	7/31/2013	3	1,431.72	4,295.16
36	304-210379-23A.P	SVC 1-36Mo HC Chrgback v4.0 50MAPs(50-450)	U201205-011	1/1/2013	7/31/2013	3	143.18	429.54
37	304-210381-23A.P	SVC 1-36Mo HC QoS-Oracle v4.0 1 MAL (1-4)	U201205-011	1/1/2013	7/31/2013	1	238.66	238.66
38	304-210382-23A.P	SVC 1-36Mo HC QoS-Exchange v4.0 1 MAL(1-4)	U201205-011	1/1/2013	7/31/2013	1	119.38	119.38
39	304-210384-23A.P	SVC 1-36Mo HC QoS-SQL v4.0 1 MAL(1-4)	U201205-011	1/1/2013	7/31/2013	1	238.66	238.66
40	304-210524-23A.P	SVC 1-36Mo Path Prvn v4.1 50 MAPs (50-450)	U201205-011	1/1/2013	7/31/2013	3	286.36	859.09
41	304-210754-03A.P	SVC Mo HiCmd SSM 50 MAPs (50-450)	U201205-011	1/1/2013	7/31/2013	1	1,419.90	1,419.90
42	304-210755-03A.P	SVC Mo HiCmd Path Prvn 50 MAPs (50-450)	U201205-011	1/1/2013	7/31/2013	1	284.00	284.00
43	304-210527-03A.P	SVC Mo QoS-Oracle v4.1 - 1 MAL (1-4)	092005-104	1/1/2013	7/31/2013	1	277.83	277.83

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
44	304-210530-03A.P	SVC Mo QoS-SQL v4.1 - 1 MAL (1-4)	092005-104	1/1/2013	7/31/2013	3	277.83	833.50
45	304-210530-03B.P	SVC Mo QoS-SQL v4.1 - 1 MAL (5-9)	092005-104	1/1/2013	7/31/2013	5	238.91	1,194.57
46	304-210530-03C.P	SVC Mo QoS-SQL v4.1 - 1 MAL (10-24)	092005-104	1/1/2013	7/31/2013	1	205.57	205.57
		<b>Sub Total</b>						<b><u>16,949.57</u></b>
		<b><u>HDLM License Support</u></b>						
47	304-210815-03A.P	SVC Mo HDLM Enterprise WIN-1 Svr Lic (1-20)	U300707-020	1/1/2013	12/31/2013	2	158.76	317.52
		<b>Sub Total</b>						<b><u>317.52</u></b>
		<b><u>AMS2300 Hardware Support</u></b>						
48	043-991162-01.P	AMS2300 Svc Uplift to Standard 1Mo	85010156	1/1/2013	12/31/2013	1	1,771.43	1,771.43
49	043-991159-01.P	AMS2300 Svc Extended Warranty 1 Mo Yr 4+	85010156	1/1/2013	12/31/2013	1	1,055.04	1,055.04
50	043-991178-01.P	AMS2000 Svc RKAK Uplift to Standard 1Mo	85010156	1/1/2013	12/31/2013	4	586.13	2,344.52
51	043-991175-01.P	AMS2000 Svc RKAK Extended Warranty 1 Mo Yr 4+	85010156	1/1/2013	12/31/2013	4	547.06	2,188.23
52	043-991384-01.P	AMS2000 Svc RKAK Standard 1Mo Upg Yr 2+	85010156	12/1/2012	12/31/2013	1	1,227.62	1,227.62
		<b>Sub Total</b>						<b><u>8,586.84</u></b>
		<b><u>AMS2300 Software Support</u></b>						
53	304-100430-01.P	SVC Mo Storage Navigator Modular 2, AMS 2300 Family	U181108-005	1/1/2013	12/31/2013	1	618.70	618.70

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
54	304-220220-03.P	SVC Mo AMS2300 Device Manager License	U141108-008	1/1/2013	12/31/2013	1	338.66	338.66
		<b>Sub Total</b>						<b><u>957.35</u></b>
		<b><u>AMS500 Hardware Support for SN# 75013142</u></b>						
55	043-990241-01.P	AMS500 Svc RKM Standard 1Mo Upg Yr 2+	75013142	1/1/2013	12/31/2013	1	3,039.16	3,039.16
		<b>Sub Total</b>						<b><u>3,039.16</u></b>
		<b><u>AMS500 Software Support for SN# 75013142</u></b>						
56	304-210316-03.P	SVC Mo AMS500 Resource Mgr Utility Pckg	U180707-138	1/1/2013	12/31/2013	1	683.82	683.82
57	304-210775-03.P	SVC Mo AMS500 HiCommand Device Manager	U181007-005	1/1/2013	12/31/2013	1	396.83	396.83
		<b>Sub Total</b>						<b><u>1,080.65</u></b>
		<b><u>AMS500 Hardware Support for SN#75041358</u></b>						
58	043-990241-01.P	AMS500 Svc RKM Standard 1Mo Upg Yr 2+	75041358	1/1/2013	12/31/2013	1	3,039.16	3,039.16
59	043-990259-01.P	AMS Svc RKAJ Standard 1Mo Upg Yr 2+	75041358	1/1/2013	12/31/2013	1	1,259.15	1,259.15
60	043-990267-01.P	AMS Svc RKAJAT Standard 1Mo Upg Yr 2+	75041358	1/1/2013	12/31/2013	1	1,259.15	1,259.15
		<b>Sub Total</b>						<b><u>5,557.45</u></b>
		<b><u>AMS500 Software Support for SN#75041358</u></b>						

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
61	304-210316-03.P	SVC Mo AMS500 Resource Mgr Utility Pckg	U140308-005	1/1/2013	12/31/2013	1	683.82	683.82
62	304-210775-03.P	SVC Mo AMS500 HiCommand Device Manager	U080408-005	1/1/2013	12/31/2013	1	396.83	396.83
		<b>Sub Total</b>						<b><u>1,080.65</u></b>
<b><u>Brocade Blade Support for SW48000 for Serial Numbers QV060005329 &amp; QV060005331</u></b>								
63	301-000878-01.P	SVC STD SW48000 0prt//2PS/FOS/WT/AZ/FW Mo	QV060005329	1/1/2013	12/31/2013	1	2,930.66	2,930.66
64	301-000886-01.P	SVC STD SW48000 32-port 4Gb blade 0 SFP Mo	QV060005329	1/1/2013	12/31/2013	2	1,221.11	2,442.22
65	48000SVC-MAINT.P	SVRS SW48000 SW Maint Renew-12mos	QV060005329	1/1/2013	12/31/2013	1	849.96	849.96
66	301-000886-01.P	SVC STD SW48000 32-port 4Gb blade 0 SFP Mo	QV060005329	1/1/2013	12/31/2013	1	742.44	742.44
67	301-000878-01.P	SVC STD SW48000 0prt//2PS/FOS/WT/AZ/FW Mo	QV060005331	1/1/2013	12/31/2013	1	2,930.66	2,930.66
68	301-000886-01.P	SVC STD SW48000 32-port 4Gb blade 0 SFP Mo	QV060005331	1/1/2013	12/31/2013	2	1,221.11	2,442.22
69	48000SVC-MAINT.P	SVRS SW48000 SW Maint Renew-12mos	QV060005331	1/1/2013	12/31/2013	1	849.96	849.96
70	301-000886-01.P	SVC STD SW48000 32-port 4Gb blade 0 SFP Mo	QV060005331	1/1/2013	12/31/2013	1	742.44	742.44
		<b>Sub Total</b>						<b><u>13,930.56</u></b>

Prepared by: Candace Goodwald for Craig Schurter

**Please contact the person listed above at Structured for any questions regarding this quotation.**

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice.</li> <li>Prices do not include tax. All applicable sales taxes will be added at time of invoice.</li> <li>Payment terms are Cash, Visa, or COD. Net 20 day terms are available with approved credit. Structured Communication Systems, Inc. Standard Terms &amp; Conditions apply to this and all quotations. A copy is available upon request.</li> <li>All quotes and proposals are calculated using US Dollars.</li> <li>Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.</li> <li><b>Remit To Address:</b> 12901 SE 97th Ave Suite 400, Clackamas OR, 97015</li> </ol> <p><i>This Quotation contains information that is privileged and confidential. The information contained in this Quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</i></p>								

**WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com**

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

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

Shipping Address: \_\_\_\_\_ Billing Address: \_\_\_\_\_

Street:  
City, ST Zip:  
Contact:  
Phone:  
Email:

Preferred Shipping Method: Ground \_\_\_\_\_ 2nd Day \_\_\_\_\_ Overnight \_\_\_\_\_  
Date Needed: \_\_\_\_\_

Customer Reference / Purchase Order Number: \_\_\_\_\_

**Bridging People, Business & Technology**  
Ask us about our high-quality Internet Security, Connectivity, Storage and Access Offerings...





**Agenda Sheet for City Council Meeting of:**  
01/07/2013

<b>Date Rec'd</b>	01/02/2013
<b>Clerk's File #</b>	CPR 2012-0002
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	LEONARD DAVIS 625-6028
<b>Contact E-Mail</b>	LDAVIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Claim Item
<b>Agenda Item Name</b>	-5600-CLAIMS-2012

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/31/12.  
Total: \$17,455,283.08 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$16,961,705.10

**Summary (Background)**

Pages 1-97  
Warrant nos. 458358 - 459868  
ACH Payment nos. 8980 - 9211  
  
On file for review in City Clerks Office: 97 Page listing of Claims

**Fiscal Impact**

Expense	\$ 16,961,705.10
Select	\$
Select	\$
Select	\$

**Budget Account**

# various
#
#
#

**Approvals**

<b>Dept Head</b>	BUSTOS, KIM
<b>Division Director</b>	DUNIVANT, TIMOTHY
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	

**Additional Approvals**

<b>Purchasing</b>	

APPROVAL FUND SUMMARY

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	1,611,131.80
1100	STREET FUND	495,199.88
1200	CODE ENFORCEMENT FUND	7,550.32
1300	LIBRARY FUND	31,961.88
1380	TRAFFIC CALMING MEASURES	74,593.65
1390	URBAN FORESTRY FUND	4,075.06
1400	PARKS AND RECREATION FUND	55,978.27
1450	UNDER FREEWAY PARKING FUND	8,157.94
1510	LAW ENFORCEMENT INFO SYS FUND	9,007.53
1520	REAL ESTATE RENTAL FUND	3,064.22
1530	LOCAL LAW ENF BLOCK GRANT FUND	31,862.08
1540	HUMAN SERVICES GRANTS FUND	264,909.56
1560	FORFEITURES & CONTRIBUTION FND	7,213.18
1590	HOTEL/MOTEL TAX FUND	141,382.80
1620	PUBLIC SAFETY & JUDICIAL GRANT	803,145.18
1630	COMBINED COMMUNICATIONS CENTER	19,459.21
1640	COMMUNICATIONS BLDG M&O FUND	22,879.39
1650	COMMUNITY DEVELOPMENT FUND	250,754.28
1700	MISC COMM DEVELOP GRANTS	51,904.40
1710	HOME PROGRAM	79,730.32
1730	HOPE ACQUISITION FUND	1,481.13
1740	CD HOME REHABILITATION FUNDS	115,156.27
1780	RENTAL REHABILITATION FUND	14,231.28
1800	WIA ADULT PROGRAMS FUND	72,213.04
1810	WIA YOUTH PROGRAMS FUND	97,036.60
1820	WIA DISLOCATED WORKER FUND	96,414.99
1830	WIA GOVERNORS GRANT FUND	80,565.14
1840	WIA ADMINISTRATIVE COST POOL	20,457.39
1860	WIA SPECIAL PROJECTS	4,857.60
1870	EMERGENCY SHELTER FUND	4,168.19
1910	CRIMINAL JUSTICE ASSISTANCE FD	648,034.75
1940	CHANNEL FIVE EQUIPMENT RESERVE	3,910.85
1970	E M S FUND	89,952.11
1980	DEFINED CONTRIBUTION ADMIN FND	600.00
2300	SPECIAL ASSESSMENT DEBT FUND	1,539.59
3130	FIRE IMPROVEMENT FUND	3,119.26
3200	ARTERIAL STREET FUND	773,804.21
3250	CITY HALL ACQ & IMPROVEMENT FD	1,355.61
3404	2004 UTGO STREET BONDS	12,187.92
4100	WATER DIVISION	882,940.75
4110	HYDROELECTRIC DIVISION	110,721.61
4300	SEWER FUND	1,184,719.14
4480	SOLID WASTE FUND	907,937.45
4490	SOLID WASTE DISPOSAL CONS FUND	2,013,612.72
4600	GOLF FUND	9,875.35
4700	BLDG SERVICES	26,620.35
5100	FLEET SERVICES FUND	776,453.78
5200	PUBLIC WORKS AND UTILITIES	12,717.87
5300	MIS FUND	149,225.32
5310	MIS CAPITAL REPLACEMENT FUND	64,509.57
5600	ACCOUNTING SERVICES	25,968.99
5800	RISK MANAGEMENT FUND	223,076.03
5810	WORKER'S COMPENSATION FUND	15,113.63

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

APPROVAL FUND SUMMARY

DATE: 01/02/13  
TIME: 12:23  
PAGE: 2

FUND	FUND NAME	AMOUNT
5820	UNEMPLOYMENT COMPENSATION FUND	17.49
5830	EMPLOYEES BENEFITS FUND	1,270,583.37
5900	ASSET MANAGEMENT FUND OPS	13,953.01
6060	EMPLOYEES' RETIREMENT FUND	2,225.28
6070	FIREFIGHTERS' PENSION FUND	176,858.79
6080	POLICE PENSION FUND	139,599.34
6730	PARKING & BUSINESS IMPROV DIST	8,195.68
6750	SPOKANE REGIONAL TRANS COUNCIL	28.48
6780	EMS PROGRAM DIRECTOR FUND	527.70
6785	TRANSPORTATION BENEFIT DIST	60.00
6960	SALARY CLEARING FUND 2012	2,931,116.52
	TOTAL:	16,961,705.10

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

DATE: 01/02/13  
TIME:  
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

BRUCE D LOCKREM	MEDICARE PART B ACH PMT NO. - 80009164	204.80
COMMUNITY DETOX SERVICES OF SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00459152	7,332.00
DESAUTEL HEGE COMMUNICATIONS INC	SURVEYS/STUDIES CHECK NO. - 00459156	6,387.83
JERRY A RUMSEY	MEDICARE PART B CHECK NO. - 00459476	104.90
MICHAEL N SHIELDS	MEDICARE PART B CHECK NO. - 00459212	314.70
PARKMOBILE USA INC	OTHER MISC CHARGES CHECK NO. - 00459471	59.85
RONALD M OVNICEK dba TINKERS WOODSHOP	MEDICARE PART B CHECK NO. - 00459199	299.70
SPOKANE CITY COUNTY EMERGENCY SERVICES	SPOKANE COUNTY MISC SERVICES CHECK NO. - 00459622	44,724.05
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES CHECK NO. - 00459226	4,752.65
SPOKANIMAL C A R E	CONTRACTUAL SERVICES CHECK NO. - 00459121	61,024.45
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80009102	6,354.76
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	OTHER MISC CHARGES CHECK NO. - 00459638	82.36
TOTAL FOR 0020 - NONDEPARTMENTAL		131,642.05

0030 - POLICE OMBUDSMAN

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	CONTRACTUAL SERVICES CHECK NO. - 00459091	22.00
COPIERS NORTHWEST INC	PRINTING/BINDING OS VENDOR CHECK NO. - 00458415	22.91
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	247.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	727.95
TOTAL FOR 0030 - POLICE OMBUDSMAN		1,020.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0070 - ADMINISTRATIVE SERVICES

-----

ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459141	444.31
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00458407	18,026.55
AVISTA CORPORATION	UTILITY NATURAL GAS CHECK NO. - 00458407	2,495.08
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459106	136.07
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	600.00
JOHNSON CONTROLS INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458804	1,092.55
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	77.92
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	126.30
MCKINSTRY CO LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458814	284.10
PLANNING IMPREST FUND	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459843	15.75
SIMPLEXGRINNELL LP	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458837	335.88
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00459215	673.86
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00459215	2,490.30
THYSSENKRUPP ELEVATOR CORP THYSSEN SOUND ELEVATOR	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459488	1,304.41
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	3,018.03
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00459247	139.02
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	4.45
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80009092	840.24
WESTCOAST WINDOW CLEANING INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459493	2,305.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0070 - ADMINISTRATIVE SERVICES 34,409.82

0100 - GENERAL FUND

JP MORGAN CHASE OR CITY OF SPOKANE	PCARD ADVANCE PYMT REC CHECK NO. - 00459589	0.00
PAPA MURPHY'S TAKE N BAKE 8901 E TRENT STE 110	PERMIT REFUNDS PAYABLE CHECK NO. - 00458601	125.00
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00458442	2,019.26
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	DEPOSIT-IDENTIFICATION BUR-CO CHECK NO. - 00459375	10,036.50
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION CHECK NO. - 00459223	1,066.32
WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00459395	1,371.00
WA STATE PATROL	DEPOSIT-CONCEALED PISTOLS LIC CHECK NO. - 00459400	7,738.50
WA STATE TREASURER	DEATH INVEST ACCT-TOXICOLOGY CHECK NO. - 00458452	64.56
WA STATE TREASURER	DEPOSIT STATE COURT REMITTANCE CHECK NO. - 00458452	60,986.74
WA STATE TREASURER	DEPOSIT - PSEA III CHECK NO. - 00458452	658.59
WA STATE TREASURER	DEPOSIT - SCHOOL ZONE SAFETY CHECK NO. - 00458452	3,338.62
WA STATE TREASURER	DEPOSIT-AUTO THEFT PREVENTION CHECK NO. - 00458452	8,771.33
WA STATE TREASURER	DEPOSIT-JUDICIAL INFORM SYSTEM CHECK NO. - 00458452	18,770.98
WA STATE TREASURER	DEPOSIT-PUB SAFTY & EDUC 1869 CHECK NO. - 00458452	33,741.18
WA STATE TREASURER	DEPOSIT-STATE BLDG CODE FEE CHECK NO. - 00458452	1,351.50
WA STATE TREASURER	DEPOSIT-STATE CASE INTEREST CHECK NO. - 00458452	5,076.47
WA STATE TREASURER	DEPOSIT-TRAUMATIC BRAIN INJURY CHECK NO. - 00458452	1,676.35
WA STATE TREASURER	HIGHWAY SAFETY CHECK NO. - 00458452	102.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE TREASURER	STATE PATROL BLOOD/BREATH TEST CHECK NO. - 00458452	892.81
WA STATE TREASURER	VEHICLE LICENSE FRAUD ACCOUNT CHECK NO. - 00458452	10.53
WA STATE TREASURER	WSP HIGHWAY ACCOUNT CHECK NO. - 00458452	366.42
TOTAL FOR 0100 - GENERAL FUND		----- 158,165.14

0230 - CIVIL SERVICE

COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00459232	102.94
DB SECURE SHRED LLC	OTHER MISC CHARGES CHECK NO. - 00459102	22.39
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00458420	38.93
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	660.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	492.56
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	3,067.69
TOTAL FOR 0230 - CIVIL SERVICE		----- 4,384.51

0260 - CITY CLERK

COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00459229	198.68
DB SECURE SHRED LLC	OFFICE SUPPLIES CHECK NO. - 00459102	22.39
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	510.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	297.48
NORTHWEST VITAL RECORDS CENTER INC	CONTRACTUAL SERVICES CHECK NO. - 00459198	4,504.37
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,708.16
TOTAL FOR 0260 - CITY CLERK		----- 7,241.08



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0300 - HUMAN SERVICES

BOYS & GIRLS CLUB OF SPOKANE COUNTY	CONTRACTUAL SERVICES CHECK NO. - 00459546	5,151.76
CASSANDRA D FRIESEN	TRAVEL ACH PMT NO. - 80009117	2.75
CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80009171	4,390.31
CATHOLIC HOUSING SERVICES - VALOR HAVEN	CONTRACTUAL SERVICES CHECK NO. - 00459548	6,742.49
COMMUNITY HEALTH ASSOCIATION OF SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00459558	6,666.67
DB SECURE SHRED LLC	OFFICE SUPPLIES CHECK NO. - 00459563	22.39
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00459448	26.40
FIRST COVENANT CHURCH	CONTRACTUAL SERVICES CHECK NO. - 00458710	991.46
FRONTIER BEHAVIORAL HEALTH SPOKANE MENTAL HEALTH	CONTRACTUAL SERVICES CHECK NO. - 00459575	16,399.52
GOODWILL INDUSTRIES OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00459578	6,931.53
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	96.00
LUTHERAN COMMUNITY SERVICES NW	CONTRACTUAL SERVICES ACH PMT NO. - 80009183	5,226.29
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	CONTRACTUAL SERVICES CHECK NO. - 00459592	4,017.42
OUR PLACE COMMUNITY MINISTRIES	CONTRACTUAL SERVICES CHECK NO. - 00458730	4,685.30
SECOND HARVEST FOOD BANK OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00459617	12,532.00
SPOKANE AIDS NETWORK	CONTRACTUAL SERVICES ACH PMT NO. - 80009194	1,979.81
SPOKANE HOUSING VENTURES	PROFESSIONAL CONTRACTS CHECK NO. - 00459627	200.00
THE SALVATION ARMY	CONTRACTUAL SERVICES CHECK NO. - 00459616	12,229.78
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80009202	8,000.11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	579.57
VOLUNTEERS OF AMERICA	CONTRACTUAL SERVICES ACH PMT NO. - 80009205	16,618.40
YFA CONNECTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80009043	2,435.84
YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80009210	12,065.97
TOTAL FOR 0300 - HUMAN SERVICES		127,991.77

0320 - COUNCIL

BANK OF AMERICA BANKCARD CENTER	OFFICE SUPPLIES CHECK NO. - 00459096	325.97
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	1,411.52
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	110.00
NATIONAL TRUST FOR HISTORIC PRESERVATION	CONTRACTUAL SERVICES CHECK NO. - 00459111	4,000.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	2,939.08
TOTAL FOR 0320 - COUNCIL		8,786.57

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	480.01
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	316.26
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	118.75
SPOKESMAN-REVIEW COWLES PUBLISHING	PUBLICATIONS CHECK NO. - 00458745	312.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,430.24
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	27.51
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	10.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		2,695.10
-----		
0350 - COMMUNITY CENTERS		
-----		
AUDREY BURR ACSW	CONTRACTUAL SERVICES CHECK NO. - 00458411	100.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	2,173.38
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459328	1,437.43
DEX MEDIA WEST LLC DBA QWEST DEX	ADVERTISING CHECK NO. - 00459444	19.10
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459565	339.08
EAST CENTRAL COMMUNITY ORGANIZATION	CONTRACTUAL SERVICES CHECK NO. - 00458417	8,907.56
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	480.00
JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459589	416.28
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	176.40
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	53.99
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	1,147.26
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	30.00
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER MISC CHARGES CHECK NO. - 00459589	286.80
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	347.00
JP MORGAN CHASE OR CITY OF SPOKANE	TRAVEL CHECK NO. - 00459589	1,174.00
KATHLEEN J ARMSTRONG	LOCAL MILEAGE ACH PMT NO. - 80009160	167.62
PEACEFUL VALLEY NEIGHBORHOOD ASSOCIATION/COMMUNITY CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80009027	3,496.61
PROJECT JOY	OTHER MISC CHARGES CHECK NO. - 00459366	35.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00458441	341.87
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00458441	817.18
SPOKANE RESTAURANT EQUIPMENT	MINOR EQUIPMENT CHECK NO. - 00459629	2,972.95
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	4,308.86
VALLEY MEALS ON WHEELS	OPERATING SUPPLIES CHECK NO. - 00459245	848.10
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458755	52.29
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	4.70
XO COMMUNICATIONS INC	TELEPHONE CHECK NO. - 00458767	214.82
TOTAL FOR 0350 - COMMUNITY CENTERS		----- 30,348.28

0370 - ENGINEERING SERVICES

ALLIED ENVELOPE	OFFICE SUPPLIES CHECK NO. - 00459268	81.16
ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459141	68.08
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	630.27
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459328	1,077.68
BAYTREE LEASING COMPANY LLC	OPERATING RENTALS/LEASES CHECK NO. - 00458938	664.29
COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00459228	1,835.02
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	8,460.00
JOHN FOSTER dba FOSTER TRAINING & CONSULTING	REGISTRATION/SCHOOLING CHECK NO. - 00459165	1,080.00
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	1,060.02
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	783.69

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	490.14
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	549.62
JP MORGAN CHASE OR CITY OF SPOKANE	PUBLICATIONS CHECK NO. - 00459589	33.02
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	1,113.50
JP MORGAN CHASE OR CITY OF SPOKANE	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00459589	89.00
PLANNING IMPREST FUND	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459843	54.67
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES CHECK NO. - 00459220	879.00
T-MOBILE	CELL PHONE CHECK NO. - 00458751	542.33
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	32,496.03
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00459489	606.07
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	34.99
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	11.27
WA STATE DEPT OF REVENUE	PUBLICATIONS -	2.87
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	7.74
TOTAL FOR 0370 - ENGINEERING SERVICES		52,650.46

0380 - ENTERTAINMENT FACILITIES

JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	249.08
JP MORGAN CHASE OR CITY OF SPOKANE	REPAIRS/MAINTENANCE CHECK NO. - 00459589	40.26
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00458753	33.66
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	0.69

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0380 - ENTERTAINMENT FACILITIES		323.69
-----		
0410 - FINANCE		
-----		
DEVRIES INFORMATION MANAGEMENT	POSTAGE	
	CHECK NO. - 00458705	190.00
ICMA RETIREMENT TRUCT 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00459584	990.01
JP MORGAN CHASE OR	OFFICE SUPPLIES	
CITY OF SPOKANE	CHECK NO. - 00459589	173.12
JP MORGAN CHASE OR	REGISTRATION/SCHOOLING	
CITY OF SPOKANE	CHECK NO. - 00459589	150.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00459638	3,009.40
TOTAL FOR 0410 - FINANCE		4,512.53
-----		
0440 - FIRE		
-----		
ACTION APPAREL	CLOTHING	
	CHECK NO. - 00459538	606.70
ADAM HEATON	PERSONAL PROTECTIVE EQUIPMENT	
	CHECK NO. - 00459171	190.23
ALLIED FIRE & SECURITY/DIV OF	BUILDING REPAIRS/MAINTENANCE	
ALLIED SAFE & VAULT CO	ACH PMT NO. - 80009130	449.53
ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES	
	CHECK NO. - 00459141	328.84
ARGUS INTERGRATED SERVICES LLC	CONTRACTUAL SERVICES	
DBA ARGUS JANITORIAL LLC	CHECK NO. - 00459412	596.80
ARIANE E SCHMIDT	LOCAL MILEAGE	
	ACH PMT NO. - 80009012	35.52
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	CHECK NO. - 00459417	12,858.94
AVISTA UTILITIES	UTILITY NATURAL GAS	
	CHECK NO. - 00459417	4,680.06
BANK OF AMERICA	TRAVEL	
BANKCARD CENTER	CHECK NO. - 00459096	1,026.58
BLACK REALTY MANAGEMENT INC	PROTECTIVE INSPECTION FEES	
107 S HOWARD ST STE 600	CHECK NO. - 00458602	38.00
CAMTEK INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00458695	276.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00458696	439.19
CERIUM NETWORKS INC	MINOR EQUIPMENT ACH PMT NO. - 80009132	1,115.19
COMCAST	OPERATING RENTALS/LEASES CHECK NO. - 00459099	267.80
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80009173	13,473.74
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	597.04
DB SECURE SHRED LLC	CONTRACTUAL SERVICES CHECK NO. - 00459563	22.39
FASTENERS INC	OPERATING SUPPLIES CHECK NO. - 00459571	1,894.99
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00458420	7.90
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00459572	43.30
FIRE SYSTEMS WEST 922 NORTH LAKE RD	PROTECTIVE INSPECTION FEES CHECK NO. - 00458604	76.00
GENERAL FIRE APPARATUS CO INC	CLOTHING CHECK NO. - 00459576	500.01
GENERAL FIRE APPARATUS CO INC ACCOUNT # 607000	MINOR EQUIPMENT CHECK NO. - 00459289	515.24
GENERAL FIRE APPARATUS CO INC	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00459576	188.05
GENERAL FIRE APPARATUS CO INC	SAFETY SUPPLIES CHECK NO. - 00459576	2,063.13
GREAT FLOORS INC FLOORING SALES GROUP	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459290	682.64
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	32,073.13
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459587	40,523.68
J & A BODY AND FENDER J & A BODY SHOP	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459299	2,340.53
JANICE M DOHERTY	LOCAL MILEAGE ACH PMT NO. - 80009161	579.99
JANICE M DOHERTY	OPERATING SUPPLIES ACH PMT NO. - 80009161	80.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459589	260.48
JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459589	12,817.82
JP MORGAN CHASE OR CITY OF SPOKANE	FIRE EQUIPMENT CHECK NO. - 00459589	168.49
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	307.33
JP MORGAN CHASE OR CITY OF SPOKANE	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459589	249.08
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	2,043.91
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	535.76
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	225.00
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00459589	427.36
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	697.50
JP MORGAN CHASE OR CITY OF SPOKANE	SAFETY SUPPLIES CHECK NO. - 00459589	203.81
JP MORGAN CHASE OR CITY OF SPOKANE	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00459589	10.86
JP MORGAN CHASE OR CITY OF SPOKANE	TRAVEL CHECK NO. - 00459589	282.50
KENWORTH SALES-SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459302	360.95
LINN'S SERVICE & REMODEL INC DBA LINN"S DOOR SERVICE	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459341	943.24
MCI TELECOMMUNICATIONS INC	TELEPHONE CHECK NO. - 00458723	35.14
MICHAEL J RABEL	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80009165	173.88
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIRS/MAINTENANCE ACH PMT NO. - 80009185	806.49
NM-COIN LLC	CLOTHING CHECK NO. - 00459348	1,543.54
NORDIC TARPS MFG	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459349	201.10



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00459600	166.00
POHL SPRING WORKS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459362	1,885.73
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459474	5,438.42
R U HUNGRY LLC ATTN: GARY GEIGER	PROTECTIVE INSPECTION FEES CHECK NO. - 00459181	38.00
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00459374	2,842.03
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00459374	2,051.73
SPOKANE COUNTY REG EMERG COMM SPOKANE COUNTY TREASURER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459118	4,830.00
SPOKANE FIRE DEPARTMENT IMPREST FUND	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459844	18.18
SPOKANE FIRE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00459119	60.84
SPOKANE FIRE DEPARTMENT IMPREST FUND	REGISTRATION/SCHOOLING CHECK NO. - 00459844	205.00
SPOKANE HOUSE OF HOSE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459626	202.43
THE MEN'S WEARHOUSE INC	CONTRACTUAL SERVICES CHECK NO. - 00458724	197.83
TIMBERLAND LANDSCAPING CONSTRUCTION INC	CONTRACTUAL SERVICES CHECK NO. - 00459636	194.57
TIRE DISTRIBUTION SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459388	1,115.11
TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00459484	153.39
UNIFIRE POWER BLOWERS INC	CLOTHING CHECK NO. - 00459007	2,067.48
UNIFIRE POWER BLOWERS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459391	40.98
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	23,749.80
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458755	1,807.83
VERIZON WIRELESS BELLEVUE	OPERATING RENTALS/LEASES CHECK NO. - 00458755	2,072.87

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

W W GRAINGER INC	OPERATING SUPPLIES CHECK NO. - 00459642	93.69
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	142.61
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00459649	92.72
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00459649	85,368.80
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80009208	1,254.61
TOTAL FOR 0440 - FIRE		----- 276,956.52

0500 - LEGAL

ARAMARK UNIFORM SERVICES	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459141	37.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	710.33
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459328	126.18
A-1 SERVICE	PROFESSIONAL CONTRACTS CHECK NO. - 00459419	645.00
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	356.16
C & C YARD CARE	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80009017	54.35
DB SECURE SHRED LLC	PROFESSIONAL CONTRACTS CHECK NO. - 00459155	111.95
EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES CHECK NO. - 00459445	50.00
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459106	18.56
GRIGORY N SENCHENKO	INTERPRETER COSTS CHECK NO. - 00459211	75.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	3,130.00
JENNY TUPPER MOOMAW	INTERPRETER COSTS CHECK NO. - 00459196	237.50
JP MORGAN CHASE OR CITY OF SPOKANE	CLE TRAVEL CHECK NO. - 00459589	110.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	LEGAL SERVICES CHECK NO. - 00459589	38.78
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	27.93
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	849.82
JP MORGAN CHASE OR CITY OF SPOKANE	PUBLICATIONS CHECK NO. - 00459589	343.50
JRM ENTERPRISES INC	INTERPRETER COSTS CHECK NO. - 00459177	1,809.50
LORMAN BUSINESS CENTER INC LORMAN EDUCATION SERVICES	CLE TRAVEL CHECK NO. - 00458433	349.00
SIMPLEXGRINNELL LP	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458738	354.65
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00459374	44.62
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	113.00
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00459374	79.56
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS CHECK NO. - 00459241	8,913.75
THYSSENKRUPP ELEVATOR CORP THYSSEN SOUND ELEVATOR	PROFESSIONAL CONTRACTS CHECK NO. - 00459487	202.18
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	14,748.39
VAN NESS FELDMAN A PROFESSIONAL CORPORATION	PROFESSIONAL CONTRACTS CHECK NO. - 00459246	1,842.50
WA STATE DEPT OF INFORMATION SERVICES	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00458855	93.32
YWCA	PROFESSIONAL CONTRACTS ACH PMT NO. - 80009113	785.67

TOTAL FOR 0500 - LEGAL

-----  
36,258.20

0520 - MAYOR

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	2,527.70
GREATER SPOKANE INC	PROFESSIONAL CONTRACTS CHECK NO. - 00459109	3,000.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	502.50
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	234.62
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	215.84
STRATEGIES 360 INC	PROFESSIONAL CONTRACTS CHECK NO. - 00459238	8,387.09
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	317.03
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458755	145.37
TOTAL FOR 0520 - MAYOR		15,330.15

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	240.00
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING RENTALS/LEASES CHECK NO. - 00459589	50.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,936.36
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458755	41.02
WCP SOLUTIONS	PRINTING/BINDING OS VENDOR ACH PMT NO. - 80009152	137.55
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,404.93

0560 - MUNICIPAL COURT

ALLIED ENVELOPE	PUBLICATIONS CHECK NO. - 00459268	113.15
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	261.60
COCHRAN INC	OPERATING RENTALS/LEASES CHECK NO. - 00459432	905.48
DB SECURE SHRED LLC	LEGAL SERVICES CHECK NO. - 00459102	89.56
GUARDSMARK LLC	CONTRACTUAL SERVICES CHECK NO. - 00459170	78.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	3,240.00
JP MORGAN CHASE OR CITY OF SPOKANE	JURY COSTS CHECK NO. - 00459589	3.25
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	288.89
JP MORGAN CHASE OR CITY OF SPOKANE	MISC SERVICES/CHARGES CHECK NO. - 00459589	38.58
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	253.40
JP MORGAN CHASE OR CITY OF SPOKANE	POSTAGE CHECK NO. - 00459589	11.50
JP MORGAN CHASE OR CITY OF SPOKANE	PRINTING/BINDING OS VENDOR CHECK NO. - 00459589	270.47
JP MORGAN CHASE OR CITY OF SPOKANE	TRAVEL CHECK NO. - 00459589	100.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00459194	431.38
PITNEY BOWES INC	OPERATING RENTALS/LEASES CHECK NO. - 00459201	1,044.00
SPOKANE COUNTY TREASURER	PUBLIC SAFETY BUILDING RENT CHECK NO. - 00458741	131,560.98
SPOKANE MUNICIPAL COURT PUBLIC SAFETY BUILDING	MISC SERVICES/CHARGES CHECK NO. - 00459482	2,121.12
THOMSON WEST WEST PUBLISHING PAYMENT CTR	OFFICE SUPPLIES CHECK NO. - 00458748	1,000.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS CHECK NO. - 00458748	1,062.04
TRACEY A STAAB	MISC SERVICES/CHARGES CHECK NO. - 00459237	41.57
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	11,478.58
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	4.44
TOTAL FOR 0560 - MUNICIPAL COURT		154,398.51

0570 - OFFICE OF HEARING EXAMINER

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	320.26
------------------------------------	--------------------------------	--------

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	270.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	891.68
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		----- 1,481.94

0620 - HUMAN RESOURCES

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00458420	6.28
HEATHER LOWE	TRAVEL CHECK NO. - 00458622	310.25
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	1,095.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	186.11
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00459600	386.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	3,571.42
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00459489	40.01
TOTAL FOR 0620 - HUMAN RESOURCES		----- 5,595.07

0650 - PLANNING SERVICES

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80009134	1,863.19
DEPARTMENT OF COMMERCE TRADE & ECONOMIC DEVELOPMENT	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459071	50.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	1,710.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	652.62
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	429.00
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	225.00
PLANNING IMPREST FUND	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459843	33.39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

QUALITY COUNTS LLC	CONTRACTUAL SERVICES CHECK NO. - 00459204	880.00
STUDIO CASCADE INC	CONTRACTUAL SERVICES CHECK NO. - 00458746	675.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	6,821.29
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	52.19
TOTAL FOR 0650 - PLANNING SERVICES		----- 13,391.68

0680 - POLICE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	PROFESSIONAL CONTRACTS CHECK NO. - 00459091	128.00
ADLERHORST INTERNATIONAL INC	MACHINERY/EQUIPMENT CHECK NO. - 00459266	10,120.87
ADVANCED MECHANICAL SYSTEMS	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458404	1,218.11
ALL SERVICE WEST TOWING	MISC SERVICES/CHARGES CHECK NO. - 00459137	70.65
ALLIED FIRE & SECURITY/DIV OF ALLIED SAFE & VAULT CO	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80009014	261.58
ANITA S MESSEX	MISC SERVICES/CHARGES ACH PMT NO. - 80008993	10.00
ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459141	119.91
ARGUS INTERGRATED SERVICES LLC DBA ARGUS JANITORIAL LLC	CONTRACTUAL SERVICES CHECK NO. - 00459411	594.09
ARGUS INTERGRATED SERVICES LLC DBA ARGUS JANITORIAL LLC	OPERATING SUPPLIES CHECK NO. - 00458690	366.02
ARTHUR W SAYLOR	MISC SERVICES/CHARGES ACH PMT NO. - 80008997	70.00
ARTISTIC TOWING	MISC SERVICES/CHARGES CHECK NO. - 00459142	70.65
AT&T MOBILITY	CELL PHONE CHECK NO. - 00459415	45.49
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	6,208.26
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459328	3,635.56

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

B & B TOWING LLC	MISC SERVICES/CHARGES ACH PMT NO. - 80009106	105.98
BANK OF AMERICA BANKCARD CENTER	MISC SERVICES/CHARGES CHECK NO. - 00459096	58.45
BANK OF AMERICA BANKCARD CENTER	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459096	58.45
BANK OF AMERICA BANKCARD CENTER	REGISTRATION/SCHOOLING CHECK NO. - 00459096	300.00
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	4,174.22
BLUMENTHAL UNIFORMS & EQUIP	CLOTHING CHECK NO. - 00459277	3,975.86
BLUMENTHAL UNIFORMS & EQUIP	MINOR EQUIPMENT CHECK NO. - 00459422	38.28
CENTURYLINK	TELEPHONE CHECK NO. - 00459425	3,010.37
COCHRAN INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459436	213.05
COOK SECURITY GROUP	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458414	81.53
COOK SECURITY GROUP	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458414	245.66
COOK SECURITY GROUP	OPERATING SUPPLIES CHECK NO. - 00458700	42.39
COOK SECURITY GROUP	PROFESSIONAL CONTRACTS CHECK NO. - 00459332	65.22
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00459441	4,042.10
COPIERS NORTHWEST INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00459333	178.93
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	MISC IMPROVEMENT NONBUILDINGS CHECK NO. - 00458942	1,433.76
DANIEL THOMAS	MISC SERVICES/CHARGES ACH PMT NO. - 80008998	40.00
DAVID M GRANT	MISC SERVICES/CHARGES CHECK NO. - 00458424	70.00
DB SECURE SHRED LLC	CONTRACTUAL SERVICES CHECK NO. - 00459102	559.75
DENNIS M EDDY	MISC SERVICES/CHARGES CHECK NO. - 00458418	70.00



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DESIGNER DECAL INC	CONTRACTUAL SERVICES CHECK NO. - 00459158	11,153.03
DMC COMMUNICATIONS LLC	PROFESSIONAL CONTRACTS CHECK NO. - 00458706	500.00
EQUIFAX INFORMATION SERVICES LLC	PROFESSIONAL CONTRACTS CHECK NO. - 00459447	14.50
EVERGREEN STATE TOWING	MISC SERVICES/CHARGES CHECK NO. - 00458419	70.66
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00458420	27.70
FRANK S SCALISE	TUITION REIMBURSEMENT ACH PMT NO. - 80009127	1,761.00
GAYLE L YEAGER	MISC SERVICES/CHARGES CHECK NO. - 00458454	70.00
GLENN E MERRITT	MISC SERVICES/CHARGES ACH PMT NO. - 80008992	70.00
GUNARAMA WHOLESALE INC	MINOR EQUIPMENT CHECK NO. - 00458798	1,748.82
H WAYNE LYTHGOE	MISC SERVICES/CHARGES ACH PMT NO. - 80008990	150.00
HAZEL V VERCRUYSSE	MISC SERVICES/CHARGES CHECK NO. - 00458450	70.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	76,903.85
JACKIE M LALIBERTE	MISC SERVICES/CHARGES CHECK NO. - 00458429	70.00
JP MORGAN CHASE OR CITY OF SPOKANE	CLOTHING CHECK NO. - 00459589	92.40
JP MORGAN CHASE OR CITY OF SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00459589	642.42
JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459589	245.10
JP MORGAN CHASE OR CITY OF SPOKANE	INSURANCE CLAIMS CHECK NO. - 00459589	50.45
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	1,261.76
JP MORGAN CHASE OR CITY OF SPOKANE	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459589	18.58
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	1,808.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING RENTALS/LEASES CHECK NO. - 00459589	75.00
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	7,641.59
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	170.00
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00459589	375.19
JP MORGAN CHASE OR CITY OF SPOKANE	POSTAGE CHECK NO. - 00459589	45.00
JP MORGAN CHASE OR CITY OF SPOKANE	PUBLICATIONS CHECK NO. - 00459589	526.28
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	1,145.76
KENT WALES dba BLACK DOG VENTURES LLC	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459146	949.02
KERSHAW INC	MINOR EQUIPMENT ACH PMT NO. - 80009057	217.39
KERSHAW INC	OFFICE SUPPLIES ACH PMT NO. - 80009089	2,122.91
KERSHAW INC	OPERATING SUPPLIES ACH PMT NO. - 80009057	60.83
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	PROFESSIONAL CONTRACTS CHECK NO. - 00459180	10.86
LAURI LUCAS	CONTRACTUAL SERVICES ACH PMT NO. - 80009182	2,916.67
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	LEGAL SERVICES CHECK NO. - 00459340	19.24
LINDA P WALLICK	MISC SERVICES/CHARGES CHECK NO. - 00458453	40.00
LOOMIS ARMORED US INC	PROFESSIONAL CONTRACTS CHECK NO. - 00459194	202.09
MARISA A KURTZ	LOCAL MILEAGE ACH PMT NO. - 80009121	23.31
MARLA McDONALD	MISC SERVICES/CHARGES ACH PMT NO. - 80008991	150.00
MICHAEL OCHOA 11823 E 33RD	DIST/MUNI CT ADMIN FEES CHECK NO. - 00459467	2.10
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	MISC SERVICES/CHARGES CHECK NO. - 00459197	141.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NEXTEL COMMUNICATIONS	CELL PHONE CHECK NO. - 00459347	3,139.92
NORMAN L EVANS	MISC SERVICES/CHARGES ACH PMT NO. - 80008989	70.00
NORTHWEST PUBLIC EMPLOYEES MEDICAL TRUST/ NWPEMT	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00459647	650.00
NW TOWING/SUPERIOR TOWING	MISC SERVICES/CHARGES CHECK NO. - 00459353	196.75
ORBITCOM INC	TELEPHONE CHECK NO. - 00459112	822.91
PAML	PROFESSIONAL CONTRACTS CHECK NO. - 00459358	153.90
PARTNERS WITH FAMILIES & CHILDREN: SPOKANE	PROFESSIONAL CONTRACTS CHECK NO. - 00458437	50.00
PAUL W TOWN	MISC SERVICES/CHARGES ACH PMT NO. - 80008999	150.00
PENELOPE A WORSHAM	MISC SERVICES/CHARGES ACH PMT NO. - 80009002	40.00
PERSONNEL EVALUATIONS INC	PROFESSIONAL CONTRACTS CHECK NO. - 00459361	120.00
PROBUILD HOLDINGS LLC dba PROBUILD COMPANY LLC	BUILDING CONSTRUCTION CHECK NO. - 00458363	3,138.41
RAYMOND C. MOHNEY	MISC SERVICES/CHARGES ACH PMT NO. - 80008994	40.00
RAYMOND DONALD RIPLEY	MISC SERVICES/CHARGES ACH PMT NO. - 80008987	150.00
RICOH USA INC	OPERATING RENTALS/LEASES CHECK NO. - 00459206	338.75
ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	MISC SERVICES/CHARGES CHECK NO. - 00459409	353.28
ROBERT F BOTTERBUSCH	MISC SERVICES/CHARGES CHECK NO. - 00458409	40.00
ROUSE'S TOWING & RECOVERY INC	MISC SERVICES/CHARGES CHECK NO. - 00458438	247.29
SAN DIEGO POLICE EQUIP CO INC	OPERATING SUPPLIES ACH PMT NO. - 80009091	4,174.01
SCOTT STEPHENS OR CRAIG MEIDL TRUSTEE	MISC SERVICES/CHARGES CHECK NO. - 00459478	6,561.00
SEAN W GARMAN MD NW INTERNAL MEDICINE PLLC	PROFESSIONAL CONTRACTS CHECK NO. - 00459336	30.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	CONTRACTUAL SERVICES CHECK NO. - 00458737	307.08
SHANNON L WATKINS	MISC SERVICES/CHARGES ACH PMT NO. - 80009001	40.00
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00459374	790.22
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00459374	382.44
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00459374	1,443.25
SPOKANE COPS	CONTRACTUAL SERVICES ACH PMT NO. - 80009196	14,245.00
SPOKANE COUNTY COMMUNICATIONS	TELEPHONE CHECK NO. - 00459376	595.03
SPOKANE COUNTY FACILITIES SPOKANE COUNTY TREASURER	MISC SERVICES/CHARGES CHECK NO. - 00458997	231.93
SPOKANE COUNTY INFO SYSTEMS SPOKANE COUNTY TREASURER	MINOR EQUIPMENT CHECK NO. - 00459222	150.00
SPOKANE EXERCISE EQUIPMENT SALES AND SERVICE	PROFESSIONAL CONTRACTS CHECK NO. - 00459377	163.05
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	OPERATING RENTALS/LEASES ACH PMT NO. - 80009099	250.00
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459483	175.53
SPOKANE POLICE CHAPLAINCY BOARD	PROFESSIONAL CONTRACTS CHECK NO. - 00458742	8,750.00
SPOKANE POLICE DEPARTMENT IMPREST FUND	LOCAL MILEAGE CHECK NO. - 00459120	2.50
SPOKANE POLICE DEPARTMENT IMPREST FUND	OFFICE SUPPLIES CHECK NO. - 00459120	36.86
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00459120	113.86
SPOKANE POLICE DEPARTMENT IMPREST FUND	TRAVEL CHECK NO. - 00459120	238.06
SPOKANE TOWING/DIV OF NELCO SERVICES INC	MISC SERVICES/CHARGES CHECK NO. - 00458445	70.66
ST ANN PARISH	OPERATING RENTALS/LEASES CHECK NO. - 00459234	350.00
STAMATOPLOS, CARLA L	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459236	186.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SUSAN S WALKER	MISC SERVICES/CHARGES ACH PMT NO. - 80009000	150.00
SYNNEX CORPORTATION	MINOR EQUIPMENT CHECK NO. - 00459384	50,800.00
THE ENGRAVER INC	OPERATING SUPPLIES CHECK NO. - 00459334	67.39
TRI STATES REBAR INC	MISC IMPROVEMENT NONBUILDINGS CHECK NO. - 00458749	585.89
T-MOBILE	CELL PHONE CHECK NO. - 00458751	142.11
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00458448	33.55
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	55,487.33
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00459640	16,976.90
VIDELL F MOLTICH	MISC SERVICES/CHARGES ACH PMT NO. - 80008995	40.00
WA STATE DEPT OF INFORMATION SERVICES	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00458855	209.97
WA STATE DEPT OF LICENSING BUS & PROF DIVISION	INSURANCE CLAIMS CHECK NO. - 00459397	30.00
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	880.52
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	4,413.48
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	107.38
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINTENANCE -	8.53
WANDERMERE CAR WASH PLAZA LLC	CONTRACTUAL SERVICES CHECK NO. - 00459490	124.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00459649	23.39
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00459649	97,710.41
WASHINGTON VIOLENT CRIMES INVESTIGATORS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00458764	500.00
XO COMMUNICATIONS INC	TELEPHONE CHECK NO. - 00458767	250.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YVONNE K SHAUNESSY	MISC SERVICES/CHARGES CHECK NO. - 00458439	40.00
--------------------	---	-------

TOTAL FOR 0680 - POLICE		432,817.47
-------------------------	--	------------

0690 - PROBATION SERVICES

DB SECURE SHRED LLC	PROFESSIONAL CONTRACTS CHECK NO. - 00459155	22.39
DONNA R MCBRIDE 1100 W MALLON 2nd FLR PSB	OTHER MISC CHARGES ACH PMT NO. - 80009123	73.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00458420	23.06
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	1,260.00
JODY TREFFRY 1100 W MALLON 2ND FLR PSB	OFFICE SUPPLIES CHECK NO. - 00458447	21.74
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	373.31
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	74.44
NATIONAL SAFETY COUNCIL DMC WASHINGTON PROGRAM	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459470	55.00
SPOKANE COUNTY TREASURER	PUBLIC SAFETY BUILDING RENT CHECK NO. - 00458741	27,381.61
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	4,357.83

TOTAL FOR 0690 - PROBATION SERVICES		33,642.38
-------------------------------------	--	-----------

0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459141	18.72
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	710.33
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459328	126.19
A-1 SERVICE	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459418	630.00
C & C YARD CARE	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80009017	54.35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	247.89
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459572	6.19
HOWARD G HALCOMB dba DOUBLE H INVESTIGATIONS	PROFESSIONAL CONTRACTS CHECK NO. - 00459566	547.50
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	2,230.00
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	175.00
LARRY TANGEN	PROFESSIONAL CONTRACTS CHECK NO. - 00459633	2,162.75
MATTHEW BENDER & CO INC DBA LEXIS NEXIS MATTHEW BENDER	PUBLICATIONS CHECK NO. - 00458722	122.71
SIMPLEXGRINNELL LP	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458738	354.64
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00459374	44.61
SPOKANE CITY TREASURER	REGISTRATION/SCHOOLING CHECK NO. - 00459219	163.00
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00459374	86.05
SUSAN GARVIN MA	OTHER JUDICIAL AGENCIES CHECK NO. - 00458422	1,450.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS CHECK NO. - 00459241	4,062.52
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	10,309.74
		-----
TOTAL FOR 0700 - PUBLIC DEFENDER		23,502.19

0750 - ECONOMIC DEVELOPMENT

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	137.60
CONNECT NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00459100	2,800.00
GREATER SPOKANE INC	CONTRACTUAL SERVICES CHECK NO. - 00459168	20,929.20
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	150.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INT'L TRADE ALLIANCE	CONTRACTUAL SERVICES CHECK NO. - 00459174	12,512.50
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	163.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	690.22
TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		37,382.52
-----		
0770 - REAL ESTATE & FACILITIES		
-----		
AUBLE JOLICOEUR AND GENTRY	CONTRACTUAL SERVICES CHECK NO. - 00458978	5,000.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00458420	7.16
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	293.53
TOTAL FOR 0770 - REAL ESTATE & FACILITIES		5,300.69
-----		
0780 - BUSINESS & DEVELOPMENT SVCS		
-----		
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80009134	638.27
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	530.00
KAREN R MOBLEY	CONTRACTUAL SERVICES CHECK NO. - 00458623	2,500.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	PROFESSIONAL CONTRACTS CHECK NO. - 00459600	65.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES CHECK NO. - 00459220	240.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	2,960.46
TOTAL FOR 0780 - BUSINESS & DEVELOPMENT SVCS		6,933.73
-----		
0860 - TREASURER		
-----		
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	360.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	117.80



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00459638	1,086.66

TOTAL FOR 0860 - TREASURER		----- 1,564.46
----------------------------	--	-------------------

1100 - STREET FUND

ADVANCED TRAFFIC PRODUCTS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009076	22,931.08
ALEX WERNER	PERMITS/OTHER FEES CHECK NO. - 00458645	110.00
ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459141	125.99
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	223,956.71
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459328	1,597.41
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	1,626.27
BETTY PETERS	LOCAL MILEAGE CHECK NO. - 00459200	10.82
BRYAN W SCHERTZ	CLOTHING CHECK NO. - 00459208	170.79
CENTURYLINK	TELEPHONE CHECK NO. - 00459331	299.31
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459559	2,559.23
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00459153	516.43
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459549	9,594.40
DIVERSIFIED WOOD RECYCLING	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80009155	794.23
ERIC BRAMEL	CLOTHING CHECK NO. - 00459424	40.65
FERGUSON ENTERPRISES INC dba FAMILIAN NW INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009083	565.67
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	10,198.78
JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459589	319.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459589	249.40
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	384.94
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	3,942.28
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	844.73
JP MORGAN CHASE OR CITY OF SPOKANE	PERMITS/OTHER FEES CHECK NO. - 00459589	25.00
MARK SERBOUSEK	TRAVEL CHECK NO. - 00458967	47.50
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00459350	23.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	CONTRACTUAL SERVICES CHECK NO. - 00459093	62.34
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	PROFESSIONAL CONTRACTS CHECK NO. - 00459093	75.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00459600	835.00
PACIFIC NW INLANDER/DIV OF INLAND PUBLICATIONS INC	ADVERTISING CHECK NO. - 00458436	1,980.00
PACIFIC PRODUCTS & SERVICES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458987	339.40
PARKEON INC	OPERATING SUPPLIES CHECK NO. - 00458828	1,191.50
PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	PRINTING/BINDING OS VENDOR CHECK NO. - 00459621	2,310.74
PROFORMA	CLOTHING CHECK NO. - 00459365	3,879.92
ROADWISE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459370	133,006.21
ROBERT B TURNER	LOCAL MILEAGE CHECK NO. - 00459243	259.74
SMOKIN ROMES ATTN: JEROME	METER BAG PERMITS CHECK NO. - 00459188	135.00
SPECIAL ASPHALT PRODUCTS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458996	7,512.74
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	545.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00458639	8.96
STREET DEPT IMPREST FUND	OPERATING SUPPLIES	
	CHECK NO. - 00459845	198.27
UNITED PARCEL SERVICE	POSTAGE	
	CHECK NO. - 00458643	38.57
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00459638	39,002.06
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	CHECK NO. - 00459392	514.66
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	10.53
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES	
	-	49.42
WATSON BOWMAN ACME CORP	OTHER REPAIRS/MAINT SUPPLIES	
	CHECK NO. - 00458859	22,240.89
XO COMMUNICATIONS INC	TELEPHONE	
	CHECK NO. - 00459252	69.56
TOTAL FOR 1100 - STREET FUND		----- 495,199.88

1200 - CODE ENFORCEMENT FUND

ARGUS INTERGRATED SERVICES LLC	CONTRACTUAL SERVICES	
DBA ARGUS JANITORIAL LLC	CHECK NO. - 00459413	93.69
COWLES PUBLISHING	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	CHECK NO. - 00459230	89.68
DB SECURE SHRED LLC	CONTRACTUAL SERVICES	
	CHECK NO. - 00459102	22.39
ICMA RETIREMENT TRUCT 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00459584	980.00
JP MORGAN CHASE OR	OFFICE SUPPLIES	
CITY OF SPOKANE	CHECK NO. - 00459589	607.27
JP MORGAN CHASE OR	OPERATING SUPPLIES	
CITY OF SPOKANE	CHECK NO. - 00459589	593.00
OCCUPATIONAL MEDICINE	PROFESSIONAL CONTRACTS	
ASSOCIATES PS	CHECK NO. - 00459600	65.00
SPOKANE COUNTY AUDITOR	LEGAL SERVICES	
SPOKANE COUNTY COURTHOUSE	CHECK NO. - 00459220	72.00
SPOKANE PUBLIC RADIO	ADVERTISING	
	CHECK NO. - 00458719	498.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00459638	4,529.29
		-----
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		7,550.32

1300 - LIBRARY FUND

ICMA RETIREMENT TRUCT 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00459584	6,190.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00459638	25,771.88
		-----
TOTAL FOR 1300 - LIBRARY FUND		31,961.88

1380 - TRAFFIC CALMING MEASURES

AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00459140	56,044.86
BACON CONCRETE INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00458587	14,798.75
QUALITY COUNTS LLC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00459204	2,875.00
US MICRO PC INC	MINOR EQUIPMENT	
DBA US MICRO	CHECK NO. - 00459009	875.04
		-----
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		74,593.65

1390 - URBAN FORESTRY FUND

ICMA RETIREMENT TRUCT 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00459584	120.00
JP MORGAN CHASE OR	CLOTHING	
CITY OF SPOKANE	CHECK NO. - 00459589	16.30
JP MORGAN CHASE OR	EQUIPMENT REPAIRS/MAINTENANCE	
CITY OF SPOKANE	CHECK NO. - 00459589	302.54
JP MORGAN CHASE OR	MINOR EQUIPMENT	
CITY OF SPOKANE	CHECK NO. - 00459589	1,075.92
JP MORGAN CHASE OR	OPERATING SUPPLIES	
CITY OF SPOKANE	CHECK NO. - 00459589	330.00
JP MORGAN CHASE OR	REGISTRATION/SCHOOLING	
CITY OF SPOKANE	CHECK NO. - 00459589	209.95
JP MORGAN CHASE OR	REPAIRS/MAINTENANCE	
CITY OF SPOKANE	CHECK NO. - 00459589	116.58

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	141.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,734.06
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	28.71
TOTAL FOR 1390 - URBAN FORESTRY FUND		----- 4,075.06

1400 - PARKS AND RECREATION FUND

COCHRAN INC	REPAIRS/MAINTENANCE CHECK NO. - 00459431	426.10
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80009173	1,345.21
DB SECURE SHRED LLC	CONTRACTUAL SERVICES CHECK NO. - 00459563	22.39
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00458420	3.95
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459106	235.04
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	5,226.12
JAMES A SEWELL & ASSOCIATES	OTHER IMPROVEMENTS CHECK NO. - 00459176	655.00
JP MORGAN CHASE OR CITY OF SPOKANE	ADVERTISING CHECK NO. - 00459589	962.36
JP MORGAN CHASE OR CITY OF SPOKANE	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459589	230.98
JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459589	603.90
JP MORGAN CHASE OR CITY OF SPOKANE	GENERAL REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	3,175.77
JP MORGAN CHASE OR CITY OF SPOKANE	INVENTORY HELD FOR RESALE CHECK NO. - 00459589	573.74
JP MORGAN CHASE OR CITY OF SPOKANE	ITEMS PURCHASED FOR INVENTORY CHECK NO. - 00459589	223.60
JP MORGAN CHASE OR CITY OF SPOKANE	MISC SERVICES/CHARGES CHECK NO. - 00459589	459.56
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	751.51

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	3,228.61
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	600.00
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	1,081.39
JP MORGAN CHASE OR CITY OF SPOKANE	RECREATIONAL SUPPLIES CHECK NO. - 00459589	1,188.80
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	390.00
JP MORGAN CHASE OR CITY OF SPOKANE	REPAIRS/MAINTENANCE CHECK NO. - 00459589	796.87
JP MORGAN CHASE OR CITY OF SPOKANE	SMALL TOOLS CHECK NO. - 00459589	907.31
OCCUPATIONAL MEDICINE ASSOCIATES PS	PROFESSIONAL CONTRACTS CHECK NO. - 00459600	571.00
ORBITCOM INC	MIS SERVICES CHECK NO. - 00459112	505.78
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	377.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	31,133.61
WA STATE DEPT OF REVENUE	GENERAL REPAIRS/MAINT SUPPLIES -	40.14-
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	1.35
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	12.60
WA STATE DEPT OF REVENUE	SMALL TOOLS -	45.24
WCP SOLUTIONS	PRINTING/BINDING OS VENDOR ACH PMT NO. - 80009152	283.62
TOTAL FOR 1400 - PARKS AND RECREATION FUND		55,978.27

1450 - UNDER FREEWAY PARKING FUND

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459143	1,737.24
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00459115	6,420.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		8,157.94
-----		
1510 - LAW ENFORCEMENT INFO SYS FUND		
-----		
CENTURYLINK	TELEPHONE CHECK NO. - 00458696	85.51
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	124.74
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	1,350.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	727.28
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	693.91
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	92.00
JP MORGAN CHASE OR CITY OF SPOKANE	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00459589	307.46
JP MORGAN CHASE OR CITY OF SPOKANE	TELEPHONE CHECK NO. - 00459589	66.95
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	4,767.69
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458970	704.87
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	60.37
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	26.75
TOTAL FOR 1510 - LAW ENFORCEMENT INFO SYS FUND		9,007.53
-----		
1520 - REAL ESTATE RENTAL FUND		
-----		
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459327	32.46
MOLONEY & ONEILL CORKERY & JONES INC	INSURANCE PREMIUMS CHECK NO. - 00458434	3,031.76
TOTAL FOR 1520 - REAL ESTATE RENTAL FUND		3,064.22
-----		
1530 - LOCAL LAW ENF BLOCK GRANT FUND		
-----		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CITY OF SPOKANE VALLEY	CONTRACTUAL SERVICES CHECK NO. - 00459151	20,646.81
INWAGC APPRENTICESHIP PROGRAMS	OPERATING RENTALS/LEASES ACH PMT NO. - 80009142	1,162.68
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING RENTALS/LEASES CHECK NO. - 00459589	1,177.23
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	24.79
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00459640	6,127.63
WESTERN STATES EQUIPMENT CO	OPERATING RENTALS/LEASES CHECK NO. - 00458765	2,722.94
TOTAL FOR 1530 - LOCAL LAW ENF BLOCK GRANT FUND		31,862.08

1540 - HUMAN SERVICES GRANTS FUND

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80009171	53,716.28
CLIENT TRACK INC	CONTRACTUAL SERVICES CHECK NO. - 00459554	6,026.33
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	194.00
SPOKANE COUNTY MEDICAL SOCIETY FBO PROJECT ACCESS	CONTRACTUAL SERVICES CHECK NO. - 00459624	44.66
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	CONTRACTUAL SERVICES ACH PMT NO. - 80009197	4,438.53
THE SALVATION ARMY	CONTRACTUAL SERVICES CHECK NO. - 00459616	171,586.33
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,362.96
VOLUNTEERS OF AMERICA	CONTRACTUAL SERVICES ACH PMT NO. - 80008988	27,540.47
TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		264,909.56

1560 - FORFEITURES & CONTRIBUTION FND

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	1,656.93
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	212.51



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LJS INTERNATIONAL TRAINING AND CONSULTING SERVICES INC	REGISTRATION/SCHOOLING CHECK NO. - 00458432	200.00
LOOP 23 LLC	PROMOTIONAL SUPPLIES CHECK NO. - 00459303	918.74
SCOTT STEPHENS OR CRAIG MEIDL TRUSTEE	MISC SERVICES/CHARGES CHECK NO. - 00459210	4,225.00
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		7,213.18

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	IG PAYMENT FROM FED/STATE/LOCL CHECK NO. - 00458743	141,382.80
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		141,382.80

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	594.84
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00459221	5,439.89
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00459114	796,207.43
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	194.11
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00459649	708.91
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		803,145.18

1630 - COMBINED COMMUNICATIONS CENTER

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	177.58
CENTURYLINK	TELEPHONE CHECK NO. - 00458696	544.21
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	219.36
GENERAL FIRE APPARATUS CO INC	CLOTHING CHECK NO. - 00458956	100.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	2,086.40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459587	3,394.88
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	43.39
JP MORGAN CHASE OR CITY OF SPOKANE	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459589	71.03
KROESEN'S INC	CLOTHING CHECK NO. - 00458810	92.91
LORENA F MARKHAM	TRAVEL ACH PMT NO. - 80009088	324.52
SPOKANE COUNTY REG EMERG COMM SPOKANE COUNTY TREASURER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459118	975.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80009158	70.00
STUART CONSULTING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80009101	2,400.00
THE MEN'S WEARHOUSE INC	CONTRACTUAL SERVICES CHECK NO. - 00458724	21.74
US BANK FIRE DEPT ADVANCE TRAVEL	TRAVEL ACH PMT NO. - 80009085	149.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	7,542.60
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458755	90.98
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00459649	1,155.61
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		19,459.21

1640 - COMMUNICATIONS BLDG M&O FUND

ARGUS INTERGRATED SERVICES LLC DBA ARGUS JANITORIAL LLC	CONTRACTUAL SERVICES CHECK NO. - 00459412	1,667.70
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459417	6,693.41
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459417	821.72
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459280	641.33
COOPERATIVE SUPPLY INC	HEATING SUPPLIES ACH PMT NO. - 80009173	1,593.47

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EMERSON NETWORK POWER LIEBERT SERVICES INC	CONTRACTUAL SERVICES CHECK NO. - 00458595	4,434.49
FASTENERS INC	OPERATING SUPPLIES CHECK NO. - 00459571	77.94
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	106.80
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00459374	1,024.46
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00459374	375.76
SPOKANE COUNTY REG EMERG COMM SPOKANE COUNTY TREASURER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459118	3,517.50
SPOKANE PRO CARE INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459379	336.97
TIMBERLAND LANDSCAPING CONSTRUCTION INC	CONTRACTUAL SERVICES CHECK NO. - 00459636	1,120.97
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80009208	466.87

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND ----- 22,879.39

1651 - EAST CENTRAL NEIGHBORHOOD  
-----

BOYS & GIRLS CLUB OF SPOKANE COUNTY	CONTRACTUAL SERVICES CHECK NO. - 00459423	1,800.00
--	--	----------

TOTAL FOR 1651 - EAST CENTRAL NEIGHBORHOOD ----- 1,800.00

1652 - WEST CENTRAL NEIGHBORHOOD  
-----

WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	CONTRACTUAL SERVICES CHECK NO. - 00458646	19,795.00
---	--	-----------

TOTAL FOR 1652 - WEST CENTRAL NEIGHBORHOOD ----- 19,795.00

1653 - HILLYARD NEIGHBORHOOD  
-----

JAMES A SEWELL & ASSOCIATES	CONTRACTUAL SERVICES CHECK NO. - 00458599	2,727.50
JERRY M SHOGAN AIA	CONTRACTUAL SERVICES CHECK NO. - 00459480	2,000.00
NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES ACH PMT NO. - 80009004	9,738.44

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1653 - HILLYARD NEIGHBORHOOD		14,465.94
-----		
1655 - PEACEFUL VALLEY NEIGHBORHOOD		
-----		
PEACEFUL VALLEY NEIGHBORHOOD	CONTRACTUAL SERVICES	
ASSOCIATION/COMMUNITY CENTER	ACH PMT NO. - 80009006	2,877.99
TOTAL FOR 1655 - PEACEFUL VALLEY NEIGHBORHOOD		2,877.99
-----		
1656 - EMERSON/GARFIELD NEIGHBORHOOD		
-----		
SPOKANE COPS	CONTRACTUAL SERVICES	
	CHECK NO. - 00458640	461.10
TOTAL FOR 1656 - EMERSON/GARFIELD NEIGHBORHOOD		461.10
-----		
1658 - DOWNTOWN NEIGHBORHOOD		
-----		
VOLUNTEERS OF AMERICA	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80009010	1,471.89
TOTAL FOR 1658 - DOWNTOWN NEIGHBORHOOD		1,471.89
-----		
1660 - NEVADA/LIDGERWOOD NEIGHBORHOOD		
-----		
NORTHEAST WASHINGTON ESD 101	CONTRACTUAL SERVICES	
	CHECK NO. - 00458624	2,700.00
TOTAL FOR 1660 - NEVADA/LIDGERWOOD NEIGHBORHOOD		2,700.00
-----		
1663 - BROWNE'S ADDITION NEIGHBORHOOD		
-----		
SMITH & GREENE COMPANY	CONTRACTUAL SERVICES	
	CHECK NO. - 00458635	29,500.00
TOTAL FOR 1663 - BROWNE'S ADDITION NEIGHBORHOOD		29,500.00
-----		
1668 - CITY-WIDE NEIGHBORHOOD		
-----		
BOYS & GIRLS CLUB OF SPOKANE	CONTRACTUAL SERVICES	
COUNTY	CHECK NO. - 00459423	2,500.00
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00458589	118,009.89
GARCO CONSTRUCTION INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00458597	10,000.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00459455	33,666.84
NORTHEAST YOUTH CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80009005	943.35
PROJECT JOY	CONTRACTUAL SERVICES CHECK NO. - 00458626	1,280.00
SECOND HARVEST FOOD BANK OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00459479	1,344.00
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES CHECK NO. - 00458636	2,077.90
VOLUNTEERS OF AMERICA	CONTRACTUAL SERVICES ACH PMT NO. - 80009010	840.87
TOTAL FOR 1668 - CITY-WIDE NEIGHBORHOOD		----- 170,662.85

1669 - CD ADMINISTRATION

ALLEN D SCHMELZER	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80009166	97.08
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	131.63
CITY OF SPOKANE VALLEY	CONTRACTUAL SERVICES CHECK NO. - 00459427	210.00
COMMUNITY DEVELOPMENT DEPT IMPREST FUND	OFFICE SUPPLIES CHECK NO. - 00459440	24.79
COMMUNITY DEVELOPMENT DEPT IMPREST FUND	TRAVEL CHECK NO. - 00459440	38.50
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	990.00
JOSEPH F ALBERT PHD	CONTRACTUAL SERVICES CHECK NO. - 00458586	1,050.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	212.66
SPOKANE LOW INCOME HOUSING CONSORTIUM	CONTRACTUAL SERVICES CHECK NO. - 00458641	834.87
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	3,428.84
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458644	1.14
TOTAL FOR 1669 - CD ADMINISTRATION		----- 7,019.51

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1700 - MISC COMM DEVELOP GRANTS

KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00458807	51,854.89
PAUL D TRAUTMAN	TRAVEL ACH PMT NO. - 80009074	49.51
TOTAL FOR 1700 - MISC COMM DEVELOP GRANTS		51,904.40

1710 - HOME PROGRAM

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	547.76
COMMUNITY FRAMEWORKS	CONTRACTUAL SERVICES CHECK NO. - 00458788	47,528.99
EAST CENTRAL COMMUNITY ORGANIZATION	CONTRACTUAL SERVICES CHECK NO. - 00458790	10,950.00
INLAND EMPIRE RESIDENTIAL RESOURCES	CONTRACTUAL SERVICES CHECK NO. - 00458802	15,000.00
KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00458807	5,554.57
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	149.00
TOTAL FOR 1710 - HOME PROGRAM		79,730.32

1730 - HOPE ACQUISITION FUND

BELLEVUE PAINT AND DECORATING INC	CONTRACTUAL SERVICES CHECK NO. - 00458784	402.62
HONEY BUCKET/DIV OF NORTHWEST CASCADE/HONEY BUCKETS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80009056	57.05
MOLONEY & ONEILL CORKERY & JONES INC	INSURANCE PREMIUMS CHECK NO. - 00458434	279.72
SAVEMORE BUILDING SUPPLY/DIV VALLEY SAVEMORE BLDG SUPPLY	CONTRACTUAL SERVICES CHECK NO. - 00458835	703.59
STATEWIDE RENT-A-FENCE INC	BUILDING CONSTRUCTION CHECK NO. - 00458847	38.15
TOTAL FOR 1730 - HOPE ACQUISITION FUND		1,481.13

1741 - EAST CENTRAL NEIGHBORHOOD

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00458807	28,071.78
TOTAL FOR 1741 - EAST CENTRAL NEIGHBORHOOD		28,071.78
-----		
1742 - WEST CENTRAL NEIGHBORHOOD		
-----		
KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00458808	14,919.08
TOTAL FOR 1742 - WEST CENTRAL NEIGHBORHOOD		14,919.08
		-----
1743 - HILLYARD NEIGHBORHOOD		
-----		
KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00458807	29,575.10
TOTAL FOR 1743 - HILLYARD NEIGHBORHOOD		29,575.10
		-----
1750 - NEVADA/LIDGERWOOD NBHD		
-----		
KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00458807	10,554.77
TOTAL FOR 1750 - NEVADA/LIDGERWOOD NBHD		10,554.77
		-----
1757 - RESERVE FOR CONTINGENCY		
-----		
A TO Z RENTALS	CONTRACTUAL SERVICES CHECK NO. - 00458774	12.48
AVISTA UTILITIES	CONTRACTUAL SERVICES CHECK NO. - 00458781	17.21
BELLEVUE PAINT AND DECORATING INC	CONTRACTUAL SERVICES CHECK NO. - 00458784	111.08
BLACKS INDUSTRIAL INC	CONTRACTUAL SERVICES CHECK NO. - 00458785	71.02
HONEY BUCKET/DIV OF NORTHWEST CASCADE/HONEY BUCKETS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80009056	114.10
JP MORGAN CHASE OR CITY OF SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00459589	1,772.48
LOWE'S COMPANIES INC	CONTRACTUAL SERVICES CHECK NO. - 00458812	92.88
MOLONEY & ONEILL CORKERY & JONES INC	INSURANCE PREMIUMS CHECK NO. - 00458434	3,717.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHEAST WASHINGTON ESD 101	CONTRACTUAL SERVICES CHECK NO. - 00458821	4,500.00
ROBERT S DELANEY ATTORNEY AT LAW	CONTRACTUAL SERVICES ACH PMT NO. - 80009051	520.00
SAVEMORE BUILDING SUPPLY/DIV VALLEY SAVEMORE BLDG SUPPLY	CONTRACTUAL SERVICES CHECK NO. - 00458835	94.47
SPOKANE CITY TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00458843	77.65
STATEWIDE RENT-A-FENCE INC	CONTRACTUAL SERVICES CHECK NO. - 00458847	38.15
TOTAL FOR 1757 - RESERVE FOR CONTINGENCY		11,138.68

1758 - CITY WIDE NEIGHBORHOOD

KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00458809	14,929.36
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES CHECK NO. - 00458840	5,967.50
TOTAL FOR 1758 - CITY WIDE NEIGHBORHOOD		20,896.86

1780 - RENTAL REHABILITATION FUND

A TO Z RENTALS	CONTRACTUAL SERVICES CHECK NO. - 00458584	85.22
ADVANCED ELECTRIC & ALARM SYSTEMS INC	CONTRACTUAL SERVICES CHECK NO. - 00458585	389.91
CCIM INSTITUTE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00458590	610.00
MOLONEY & ONEILL CORKERY & JONES INC	INSURANCE PREMIUMS CHECK NO. - 00458434	1,534.78
RAMCO-MAINLAND LLC	CONTRACTUAL SERVICES CHECK NO. - 00459475	8,360.00
SAVEMORE BUILDING SUPPLY/DIV VALLEY SAVEMORE BLDG SUPPLY	CONTRACTUAL SERVICES CHECK NO. - 00459477	3,080.29
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD RECYCLING	CONTRACTUAL SERVICES CHECK NO. - 00459491	171.08
TOTAL FOR 1780 - RENTAL REHABILITATION FUND		14,231.28

1800 - WIA ADULT PROGRAMS FUND



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CAREER PATH SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80009170	60,488.46
CENTURYLINK	TELEPHONE CHECK NO. - 00458943	54.24
GOODWILL INDUSTRIES OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00459107	1,735.33
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	19.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	103.01
WA STATE EMPLOYMENT SECURITY DEPARTMENT	STATE EMPLOYMENT SECURITY CHECK NO. - 00459645	9,812.50
TOTAL FOR 1800 - WIA ADULT PROGRAMS FUND		72,213.04

1810 - WIA YOUTH PROGRAMS FUND

CAREER PATH SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80009170	56,997.84
CENTURYLINK	TELEPHONE CHECK NO. - 00458359	85.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	297.11
GOODWILL INDUSTRIES OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00459167	8,112.11
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	25.50
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	50.00
KIEMLE & HAGOOD COMPANY	OPERATING RENTALS/LEASES CHECK NO. - 00458361	8,561.00
NORTHEAST WASHINGTON ESD 101	SCHOOLS/UNIVERSITIES CHECK NO. - 00459596	21,769.69
SETH A DYSON	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80009087	47.37
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	168.76
XO COMMUNICATIONS INC	TELEPHONE CHECK NO. - 00458971	922.22
TOTAL FOR 1810 - WIA YOUTH PROGRAMS FUND		97,036.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1820 - WIA DISLOCATED WORKER FUND

CAREER PATH SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80009170	83,411.18
CENTURYLINK	TELEPHONE CHECK NO. - 00458943	49.46
GOODWILL INDUSTRIES OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00459107	1,806.15
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	19.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	103.01
WA STATE EMPLOYMENT SECURITY DEPARTMENT	STATE EMPLOYMENT SECURITY CHECK NO. - 00459645	11,025.69
TOTAL FOR 1820 - WIA DISLOCATED WORKER FUND		96,414.99

1830 - WIA GOVERNORS GRANT FUND

CAREER PATH SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80009170	16,731.69
CATERPILLAR LOGISTICS INC	CONTRACTUAL SERVICES CHECK NO. - 00458358	29,693.20
COLUMBIA BASIN COLLEGE	SCHOOLS/UNIVERSITIES CHECK NO. - 00458947	30,177.33
COMMUNITY COLLEGES OF SPOKANE	SCHOOLS/UNIVERSITIES CHECK NO. - 00458948	50.97
EVERETT COMMUNITY COLLEGE	SCHOOLS/UNIVERSITIES CHECK NO. - 00459569	363.76
NORTHEAST WASHINGTON ESD 101	CONTRACTUAL SERVICES CHECK NO. - 00458362	3,215.12
SOUTH CENTRAL WORKFORCE DEVELOPMENT COUNCIL	SCHOOLS/UNIVERSITIES CHECK NO. - 00458966	333.07
TOTAL FOR 1830 - WIA GOVERNORS GRANT FUND		80,565.14

1840 - WIA ADMINISTRATIVE COST POOL

ACT INC	OTHER MISC CHARGES CHECK NO. - 00458932	2,655.50
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	1,840.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CARTER LAW GROUP PC	CONTRACTUAL SERVICES CHECK NO. - 00459098	2,500.00
DAWN KARBER	TRAVEL ACH PMT NO. - 80009119	210.15
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	475.50
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	365.76
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	410.35
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	143.48
JP MORGAN CHASE OR CITY OF SPOKANE	TELEPHONE CHECK NO. - 00459589	73.19
LAWTON PRINTING INC	OFFICE SUPPLIES CHECK NO. - 00458964	11.74
LINCOLN CENTER SPOKANE LLC THE LINCOLN CENTER	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459193	1,411.05
MARK E MATTKE	TRAVEL ACH PMT NO. - 80009122	393.17
NW BUSINESS PRESS INC DBA JOURNAL OF BUSINESS	ADVERTISING CHECK NO. - 00458360	1,040.00
RICOH USA INC	OPERATING RENTALS/LEASES CHECK NO. - 00458965	497.42
SETH A DYSON	OFFICE SUPPLIES ACH PMT NO. - 80008985	193.57
SETH A DYSON	TRAVEL ACH PMT NO. - 80009115	38.85
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	44.00
STEPHANIE A SMITH dba SIMPLE COMPUTING SOLUTIONS	CONTRACTUAL SERVICES CHECK NO. - 00459213	3,008.72
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	2,244.46
ZIPLINE COMMUNICATIONS INC	CONTRACTUAL SERVICES CHECK NO. - 00458972	2,900.00
TOTAL FOR 1840 - WIA ADMINISTRATIVE COST POOL		20,457.39

1860 - WIA SPECIAL PROJECTS  
-----

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BANK OF AMERICA BANKCARD CENTER	REGISTRATION/SCHOOLING CHECK NO. - 00459096	599.62
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	874.94
CAREER PATH SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80009170	239.20
ROBERT L CROW	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80009114	59.95
RURAL RESOURCES COMMUNITY ACTION	CONTRACTUAL SERVICES CHECK NO. - 00459615	1,583.89
ZIPLINE COMMUNICATIONS INC	CONTRACTUAL SERVICES CHECK NO. - 00458972	1,500.00
TOTAL FOR 1860 - WIA SPECIAL PROJECTS		4,857.60
-----		
1870 - EMERGENCY SHELTER FUND		
-----		
SPOKANE COUNTY MEDICAL SOCIETY FBO PROJECT ACCESS	CONTRACTUAL SERVICES CHECK NO. - 00459624	3,560.72
THE SALVATION ARMY	CONTRACTUAL SERVICES CHECK NO. - 00459616	607.47
TOTAL FOR 1870 - EMERGENCY SHELTER FUND		4,168.19
-----		
1910 - CRIMINAL JUSTICE ASSISTANCE FD		
-----		
SPOKANE COUNTY JAIL SPOKANE COUNTY TREASURER	COUNTY JAIL COSTS CHECK NO. - 00459116	493,474.00
WA ASSN OF SHERIFFS & POLICE CHIEFS	STATE OF WASHINGTON CHECK NO. - 00459248	151,632.75
WA STATE DEPT OF CORRECTIONS SPOKANE WORK CREW	STATE OF WASHINGTON CHECK NO. - 00458759	2,928.00
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		648,034.75
-----		
1940 - CHANNEL FIVE EQUIPMENT RESERVE		
-----		
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	1,890.95
TWISTED PAIR ENTERPRISES LLC	COMMUNICATIONS EQUIPMENT CHECK NO. - 00458750	65.22
VMI INC	COMMUNICATIONS EQUIPMENT CHECK NO. - 00459641	1,846.81

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	107.87
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		3,910.85

1970 - E M S FUND

ACTION APPAREL	CLOTHING CHECK NO. - 00458933	81.46
ARGUS INTERGRATED SERVICES LLC DBA ARGUS JANITORIAL LLC	CONTRACTUAL SERVICES CHECK NO. - 00459412	671.51
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459417	1,572.64
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459417	616.29
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00459545	551.39
CAMTEK INC	CONTRACTUAL SERVICES CHECK NO. - 00458695	87.00
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80009173	13,769.24
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	233.47
DANIEL R EMERT	PROFESSIONAL CONTRACTS ACH PMT NO. - 80009162	65.00
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80009081	5,380.59
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	6,055.48
ICON CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459297	339.14
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459587	7,013.53
JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459589	3,253.02
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	140.82
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	180.01
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	807.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	SAFETY SUPPLIES CHECK NO. - 00459589	1,169.61
JP MORGAN CHASE OR CITY OF SPOKANE	TRAVEL CHECK NO. - 00459589	282.50
KELLY A HOYT	TUITION REIMBURSEMENT ACH PMT NO. - 80009141	2,647.00
PMI SUPPLY INC	OPERATING SUPPLIES CHECK NO. - 00459608	1,910.00
SCOTT EDMINSTER MD FACEP PLLC	CONTRACTUAL SERVICES ACH PMT NO. - 80009116	18,837.36
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00459374	621.99
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00459374	161.04
SPOKANE VALLEY FIRE DEPT	REGISTRATION/SCHOOLING ACH PMT NO. - 80009009	250.00
TIMBERLAND LANDSCAPING CONSTRUCTION INC	CONTRACTUAL SERVICES CHECK NO. - 00459636	953.30
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	5,853.13
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458755	203.10
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	73.94
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	173.31
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00459649	15,997.74
TOTAL FOR 1970 - E M S FUND		89,952.11
-----		
1980 - DEFINED CONTRIBUTION ADMIN FND		
-----		
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	600.00
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		600.00
-----		
2300 - SPECIAL ASSESSMENT DEBT FUND		
-----		
RICHARD WALL TRUST ACCOUNT ATTN: CHUCK	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00459186	98.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STEPHEN & CAROLYN MOORE 5366 S SQUAW BAY RD	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00459185	1,441.59
TOTAL FOR 2300 - SPECIAL ASSESSMENT DEBT FUND		1,539.59
-----		
3130 - FIRE IMPROVEMENT FUND		
-----		
COCHRAN INC	OTHER IMPROVEMENTS CHECK NO. - 00459438	3,119.26
TOTAL FOR 3130 - FIRE IMPROVEMENT FUND		3,119.26
-----		
3200 - ARTERIAL STREET FUND		
-----		
AHBL INC	CONTRACTUAL SERVICES CHECK NO. - 00459136	14,560.00
AVISTA CORPORATION	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459416	4,656.85
BUDINGER & ASSOCIATES INC	CONTRACTUAL SERVICES CHECK NO. - 00459097	16,061.84
CH2M HILL	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80009107	3,096.55
COFFMAN ENGINEERS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80009108	1,240.84
COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459227	173.36
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459452	501,220.63
DAVID EVANS AND ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459564	7,516.18
DEAN T BRYANS	CONTRACTUAL SERVICES CHECK NO. - 00458410	1,233.75
L & L CARGILE INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459456	191,145.36
MOLONEY & ONEILL CORKERY & JONES INC	RIGHT OF WAY CHECK NO. - 00458434	7,642.13
NICHOLLS ENGINEERING	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00458727	3,961.25
PUGET SOUND BUSINESS JOURNAL	ADVERTISING CHECK NO. - 00459367	950.00
QUALITY COUNTS LLC	CONTRACTUAL SERVICES CHECK NO. - 00459204	11,500.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SIGNS NOW DIV OF IN PROCESS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00458993	439.45
SPOKANE COUNTY TITLE CO	CONTRACTUAL SERVICES CHECK NO. - 00459623	293.49
THOMAS DEAN & HOSKINS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459240	7,614.09
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459394	394.60
WA STATE DEPT/TRANSPORTATION	CONTRACTUAL SERVICES CHECK NO. - 00459848	103.84
TOTAL FOR 3200 - ARTERIAL STREET FUND		773,804.21
-----		
3250 - CITY HALL ACQ & IMPROVEMENT FD		
-----		
COCHRAN INC	CONTRACTUAL SERVICES CHECK NO. - 00459433	1,355.61
TOTAL FOR 3250 - CITY HALL ACQ & IMPROVEMENT FD		1,355.61
-----		
3404 - 2004 UTGO STREET BONDS		
-----		
ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00458931	1,196.51
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459330	562.14
COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459227	115.04
EPIC LAND SOLUTIONS INC	RIGHT OF WAY CHECK NO. - 00459162	4,987.93
SPOKANE COUNTY TITLE CO	RIGHT OF WAY CHECK NO. - 00458844	5,326.30
TOTAL FOR 3404 - 2004 UTGO STREET BONDS		12,187.92
-----		
4100 - WATER DIVISION		
-----		
A J J PROPERTY MANAGEMENT PO BOX 11766	REFUNDS OR BAD CHECKS CHECK NO. - 00459190	28.14
ALSCO FENCE/DIV OF WEPEO INC	REPAIRS/MAINTENANCE CHECK NO. - 00458776	921.02
AMERICAN WATER WORKS ASSN INLAND EMPIRE SUBSECTION	REGISTRATION/SCHOOLING CHECK NO. - 00459326	120.00



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AMSAN CUSTODIAL SUPPLY AMSAN LLC	OPERATING SUPPLIES CHECK NO. - 00458779	62.87
ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459141	1,152.43
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	4,422.90
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459328	1,383.54
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	531.70
BRION BEAVER 19604 1591 PRSW	REFUNDS OR BAD CHECKS CHECK NO. - 00458611	471.80
BUD CLARY CHEVROLET JEEP EAGLE	VEHICLES CHECK NO. - 00459547	30,594.80
CENTURYLINK	TELEPHONE CHECK NO. - 00459425	770.75
COLDWELL BANKER REALTY 300 S WASHINGTON AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00459461	816.37
COLUMBIA PAINT & COATINGS	REPAIRS/MAINTENANCE CHECK NO. - 00459557	714.16
CONNIE & RICK LEWELLYN 704 KRIEWALD CT	REFUNDS OR BAD CHECKS CHECK NO. - 00459183	21.13
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CHECK NO. - 00458950	1,061.51
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458591	167.04
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459452	52,990.77
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	PAVING REPAIRS/MAINTENANCE CHECK NO. - 00458786	664.94
DAN E KUTZ 869 SOUTH BREEZY WAY	REFUNDS OR BAD CHECKS CHECK NO. - 00458609	140.67
DB SECURE SHRED LLC	CONTRACTUAL SERVICES CHECK NO. - 00459563	22.39
DEBORAH A JUNES 216 E BIRCH RD	REFUNDS OR BAD CHECKS CHECK NO. - 00458603	60.60
DENNIS M SEIPP	CLOTHING CHECK NO. - 00458631	141.04
DUANE E MATTISON dba PRECISION MACHINE & REPAIR	REPAIRS/MAINTENANCE CHECK NO. - 00459609	325.40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EJ USA INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80009176	8,212.34
ELOYN & RUBRIA BALDERAS 1227 WEST FIGG	REFUNDS OR BAD CHECKS CHECK NO. - 00458431	27.73
EMPIRE BOLT AND SCREW INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459568	163.40
EMPIREWEST INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00458792	262.05
EMPIREWEST INC	INVENTORY PURCHASES FOR WO CHECK NO. - 00458792	0.00
ERIN DIEDRICK 31 E 30TH AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00459459	187.73
FASTENAL CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459570	441.84
FRANKLIN R SMITH 3101 CLAY ST	REFUNDS OR BAD CHECKS CHECK NO. - 00459462	38.46
FREEDOM TRUCK CENTERS INC	OPERATING SUPPLIES CHECK NO. - 00458796	1,142.44
G C SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458954	144.30
GENERAL TOOL & SUPPLY CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458797	74.35
GLENN WILLIAMS 18420 N HARDESTY RIDGE LN	REFUNDS OR BAD CHECKS CHECK NO. - 00459466	12.29
GRCC / BAT WA CERTIFICATION SERVICES	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459108	42.00
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO. - 00459292	3,516.45
H D FOWLER COMPANY	MINOR EQUIPMENT CHECK NO. - 00459579	1,731.60
H D FOWLER COMPANY	OPERATING SUPPLIES CHECK NO. - 00459292	564.16
H D FOWLER COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458957	8,912.43
H D SUPPLY WATERWORKS LTD	MINOR EQUIPMENT CHECK NO. - 00458800	6,108.94
H2E INC	CONTRACTUAL SERVICES CHECK NO. - 00459450	22,837.58
HASKINS STEEL CO INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80009055	2,371.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HASKINS STEEL CO INC	OPERATING SUPPLIES ACH PMT NO. - 80009178	3,700.17
HASKINS STEEL CO INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009178	700.80
HORIZON DISTRIBUTORS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459581	789.57
HYDRAFLO INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00459583	455.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	14,780.00
JAN & PAUL BOSTIAN 423 W 28TH AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00458605	1,000.00
JENNIFER GREGORY 3020 WEST GLASS AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00458608	28.00
JP MORGAN CHASE OR CITY OF SPOKANE	CLOTHING CHECK NO. - 00459589	538.70
JP MORGAN CHASE OR CITY OF SPOKANE	INVENTORY PURCHASES FOR WATER CHECK NO. - 00459589	42.18
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	1,184.66
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	7.53
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	3,946.80
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	762.83
JP MORGAN CHASE OR CITY OF SPOKANE	PERMITS/OTHER FEES CHECK NO. - 00459589	25.00
JP MORGAN CHASE OR CITY OF SPOKANE	POSTAGE CHECK NO. - 00459589	221.79
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	445.00
JP MORGAN CHASE OR CITY OF SPOKANE	REPAIRS/MAINTENANCE CHECK NO. - 00459589	1,732.73
KERSHAW INC	OPERATING SUPPLIES ACH PMT NO. - 80009180	1,085.91
L & L CARGILE INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459456	33,535.01
LAYFIELD ENVIRONMENTAL SYSTEMS CORP	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458621	335,449.02

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LINDA L DANIELS	CLOTHING CHECK NO. - 00458593	275.00
LISA M RIDDLE 4318 S MAGNOLIA ST	REFUNDS OR BAD CHECKS CHECK NO. - 00459191	87.21
MICHAEL F CURTIS	CLOTHING CHECK NO. - 00458592	59.75
NEPTUNE TECHNOLOGY GROUP INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00458820	88,228.34
NORCO INC	OPERATING SUPPLIES CHECK NO. - 00459597	43.10
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00459600	1,742.00
OXARC INC	REPAIRS/MAINTENANCE CHECK NO. - 00458986	120.61
PATTI MCKERRICHER 5011 S SAINT ANDREWS LANE	REFUNDS OR BAD CHECKS CHECK NO. - 00459189	4.08
PRO RECYCLE LLC	PAVING REPAIRS/MAINTENANCE CHECK NO. - 00459611	13,758.14
RANDY ENGLE dba XC2 SOFTWARE LLC	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00458865	1,200.00
RAYMOND G GAINES	CLOTHING CHECK NO. - 00458596	168.45
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00458628	71,866.12
RICHARD GOW	CLOTHING CHECK NO. - 00458598	271.74
ROBERT J ZALEWSKI	CLOTHING CHECK NO. - 00458648	149.59
SARAH MARSHALL 328 S CAMPBELL ST	REFUNDS OR BAD CHECKS CHECK NO. - 00459192	76.29
SIGNS NOW DIV OF IN PROCESS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00458993	815.32
SOLEIL PROPERTY MGMT 2428 N HAMILTON ST	REFUNDS OR BAD CHECKS CHECK NO. - 00458607	31.73
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00458739	553.74
SPOKANE CITY TREASURER ATTN: REBECCA MADANY	REFUNDS OR BAD CHECKS CHECK NO. - 00459481	4,503.34
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	292.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00458739	1,669.83
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00459305	251.52
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00459305	80,251.03
SPOKANE COUNTY TITLE CO 1010 N NORMANDIE ST STE 203	REFUNDS OR BAD CHECKS CHECK NO. - 00459463	250.00
SPOKANE PUMP INC	REPAIRS/MAINTENANCE CHECK NO. - 00458999	242.31
SWEITZER COMPANY INC	CONTRACTUAL SERVICES CHECK NO. - 00458969	3,250.00
TARA PITON 4105 W EXCELL AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00458606	1,356.83
TERRY TIMBARI 4102 S REGAL ST STE 202	REFUNDS OR BAD CHECKS CHECK NO. - 00459460	58.83
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	53,553.53
VAL PALMER PO BOX 181	REFUNDS OR BAD CHECKS CHECK NO. - 00459464	170.00
WA STATE DEPT OF AGRICULTURE PESTICIDE MGMT DIVISION	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00458857	33.00
WA STATE DEPT OF HEALTH	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459123	2,436.00
WA STATE DEPT OF REVENUE	INVENTORY PURCHASES FOR WATER -	39.58
WA STATE DEPT OF REVENUE	INVENTORY PURCHASES FOR WO -	22.80
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	60.22
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	3.87
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	104.40
WALKERS PROPERTY MGMT 2640-1ST ST	REFUNDS OR BAD CHECKS CHECK NO. - 00458613	8.16
WATER DEPARTMENT IMPREST FUND	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459849	20.00
WATER DEPARTMENT IMPREST FUND	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459849	11.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WATER DEPARTMENT	PARKING/TOLLS	
IMPREST FUND	CHECK NO. - 00459849	68.05
WATER DEPARTMENT	TRAVEL	
IMPREST FUND	CHECK NO. - 00459849	24.00
TOTAL FOR 4100 - WATER DIVISION		882,940.75

4110 - HYDROELECTRIC DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	CHECK NO. - 00459328	73,144.68
BANNER FURNACE & FUEL	OPERATING SUPPLIES	
	CHECK NO. - 00459329	4,123.69
H2E INC	OPERATING SUPPLIES	
	CHECK NO. - 00459450	19,944.99
JP MORGAN CHASE OR CITY OF SPOKANE	CHEMICAL/LAB SUPPLIES	
	CHECK NO. - 00459589	651.47
JP MORGAN CHASE OR CITY OF SPOKANE	COMPL MAINTENANCE EXPENSE WO	
	CHECK NO. - 00459589	2,510.85
JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00459589	163.96
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES	
	CHECK NO. - 00459589	3,608.48
OXARC INC	OPERATING SUPPLIES	
	CHECK NO. - 00459603	1,837.03
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL	
	CHECK NO. - 00458739	696.00
WA STATE DEPT OF HEALTH	COMPL MAINTENANCE EXPENSE WO	
	CHECK NO. - 00458451	3,876.00
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES	
	-	53.94
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	110.52
TOTAL FOR 4110 - HYDROELECTRIC DIVISION		110,721.61

4300 - SEWER FUND

BRION BEAVER 19604 1591 PRSW	REFUNDS OR BAD CHECKS	
	CHECK NO. - 00458611	21.00
DAN E KUTZ 869 SOUTH BREEZY WAY	REFUNDS OR BAD CHECKS	
	CHECK NO. - 00458609	78.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEBORAH A JUNES 216 E BIRCH RD	REFUNDS OR BAD CHECKS CHECK NO. - 00458603	9.84
ELOYN & RUBRIA BALDERAS 1227 WEST FIGG	REFUNDS OR BAD CHECKS CHECK NO. - 00458431	53.24
FRANKLIN R SMITH 3101 CLAY ST	REFUNDS OR BAD CHECKS CHECK NO. - 00459462	28.39
JENNIFER GREGORY 3020 WEST GLASS AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00458608	106.48
PATTI MCKERRICHER 5011 S SAINT ANDREWS LANE	REFUNDS OR BAD CHECKS CHECK NO. - 00459189	27.80
SARAH MARSHALL 328 S CAMPBELL ST	REFUNDS OR BAD CHECKS CHECK NO. - 00459192	266.20
SPOKANE CITY TREASURER ATTN: REBECCA MADANY	REFUNDS OR BAD CHECKS CHECK NO. - 00459481	343.47
STEVE SILBAR 2508 W JARED CT	REFUNDS OR BAD CHECKS CHECK NO. - 00458610	3,150.95
TARA PITON 4105 W EXCELL AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00458606	40.21
WALKERS PROPERTY MGMT 2640-1ST ST	REFUNDS OR BAD CHECKS CHECK NO. - 00458613	31.95
TOTAL FOR 4300 - SEWER FUND		4,158.28

4310 - SEWER MAINTENANCE DIVISION

AMERICAN BUILDING MAINTENANCE	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458777	1,323.65
ARROW CONSTRUCTION SUPPLY INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00459541	899.70
AT&T MOBILITY	CELL PHONE CHECK NO. - 00458406	11.34
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00458692	195.39
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00458692	12.77
CENTURYLINK	TELEPHONE CHECK NO. - 00458696	1,204.18
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80009050	20,205.18
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	44.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIVERSIFIED WOOD RECYCLING	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80009052	48.00
FASTENERS INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458952	54.33
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00458420	247.42
H D FOWLER COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459579	8,155.70
H D SUPPLY WATERWORKS LTD	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459293	1,232.65
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	6,669.89
JP MORGAN CHASE OR CITY OF SPOKANE	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459589	512.87
JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459589	877.45
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	599.44
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	1,102.21
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	276.00
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	1,942.37
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00459589	902.98
JP MORGAN CHASE OR CITY OF SPOKANE	PARKING/TOLLS CHECK NO. - 00459589	2.75
JP MORGAN CHASE OR CITY OF SPOKANE	POSTAGE CHECK NO. - 00459589	455.54
JP MORGAN CHASE OR CITY OF SPOKANE	SMALL TOOLS CHECK NO. - 00459589	205.33
KODIAK SECURITY SERVICES INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00458428	220.00
LARS H HENDRON	LOCAL MILEAGE ACH PMT NO. - 80009011	53.84
MICHELE P YAKE	LOCAL MILEAGE CHECK NO. - 00458647	56.61
MUNICIPAL SUPPLY COMPANY	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00458818	6,096.98



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NASSCO INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00458726	250.00
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00458728	23.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	PROFESSIONAL CONTRACTS CHECK NO. - 00459093	110.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00459600	1,229.00
OWEN EQUIPMENT CO	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00458824	629.12
OXARC INC	MINOR SAFETY EQUIPMENT CHECK NO. - 00458825	281.27
OXARC INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00459356	50.96
OXARC INC	SAFETY SUPPLIES CHECK NO. - 00458986	996.77
PRO RECYCLE LLC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458832	1,186.29
R 'N R RV CENTER RNR HOLIDAY RV INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459368	1,794.62
RICOH USA INC	PROFESSIONAL CONTRACTS CHECK NO. - 00459205	471.61
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00458633	19,774.85
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00458739	645.02
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00459305	32,791.72
SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO. - 80009158	778.78
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00459378	381.73
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00458444	600.00
TAYLOR ENGINEERING INC TAYLOR LANDSCAPE ARCHITECTS	PROFESSIONAL CONTRACTS CHECK NO. - 00458850	1,890.00
UNITED RENTALS NW INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458449	43.92
UNITED RENTALS NW INC	REGISTRATION/SCHOOLING CHECK NO. - 00458449	45.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	24,894.43
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458644	930.02
W W GRAINGER INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00458854	24.20
W W GRAINGER INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00458854	68.24
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	34.55
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	10.44
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINTENANCE -	60.02
WESTERN CONCRETE PRODUCTS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458861	1,842.47
WESTERN CONCRETE PRODUCTS	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00459403	160.88
WILLIAM R PEACOCK	LOCAL MILEAGE ACH PMT NO. - 80009126	90.47
WSF LLC dba WESTERN SYSTEMS &	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00458864	1,521.28
XO COMMUNICATIONS INC	TELEPHONE CHECK NO. - 00459252	207.05
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		147,427.25

4320 - ADVANCED WASTEWATER TRTMT PLNT

ALSCO FENCE/DIV OF WEPEO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459269	1,398.82
ANATEK LABS INC	PROFESSIONAL CONTRACTS ACH PMT NO. - 80009168	3,570.00
AVISTA UTILITIES	HEATING SUPPLIES CHECK NO. - 00458692	931.09
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	100,132.68
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00458692	1,618.50
BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459543	3,605.58

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00458696	1,195.06
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459551	1,805.99
COCHRAN INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459437	1,459.03
COMCAST	TELEPHONE CHECK NO. - 00458698	85.50
CONSOLIDATED SUPPLY CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459560	2,637.77
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80009080	10,355.53
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	568.31
DON SCHAECHTEL LLC	PROFESSIONAL CONTRACTS ACH PMT NO. - 80009030	2,410.16
EMERALD SERVICES INC DBA ENVIRONMENTAL & HAZARDOUS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459283	2,455.49
EUROFINS / FRONTIER GLOBAL SCIENCES INC	PROFESSIONAL CONTRACTS ACH PMT NO. - 80009082	3,167.30
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00459448	568.41
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	MISC SERVICES/CHARGES CHECK NO. - 00459106	43.30
FISHER SCIENTIFIC	MINOR EQUIPMENT CHECK NO. - 00459573	1,530.61
H D FOWLER COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459579	2,295.48
HACH COMPANY AMERICAN SIGMA	CHEMICAL/LAB SUPPLIES CHECK NO. - 00459580	2,302.85
HORIZON DISTRIBUTORS	OPERATING SUPPLIES CHECK NO. - 00459581	789.57
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	11,460.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00458803	19,537.96
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459453	198.69
JP MORGAN CHASE OR CITY OF SPOKANE	CHEMICAL/LAB SUPPLIES CHECK NO. - 00459589	2,957.98

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459589	966.21
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	335.85
JP MORGAN CHASE OR CITY OF SPOKANE	MISC SERVICES/CHARGES CHECK NO. - 00459589	30.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	1,545.50
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	1,711.58
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	7,216.76
JP MORGAN CHASE OR CITY OF SPOKANE	PERMITS/OTHER FEES CHECK NO. - 00459589	300.00
JP MORGAN CHASE OR CITY OF SPOKANE	PUBLICATIONS CHECK NO. - 00459589	72.90
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	2,590.00
JP MORGAN CHASE OR CITY OF SPOKANE	SAFETY SUPPLIES CHECK NO. - 00459589	884.75
JP MORGAN CHASE OR CITY OF SPOKANE	SMALL TOOLS CHECK NO. - 00459589	385.49
JP MORGAN CHASE OR CITY OF SPOKANE	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00459589	25.00
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00459301	48,628.62
KERSHAW INC	OFFICE SUPPLIES ACH PMT NO. - 80009180	1,028.28
MCCLINTOCK & TURK INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459342	599.46
MEYERS, E CHARLES JR	LOCAL MILEAGE CHECK NO. - 00459469	124.88
NORCO INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00459597	549.98
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00459093	165.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00459600	338.00
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80009143	11,524.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PAPE' MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459360	1,306.13
POLYDYNE INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00458829	43,025.00
RICOH USA INC	OPERATING RENTALS/LEASES CHECK NO. - 00459613	277.31
SCOTT P POTTER	PERMITS/OTHER FEES CHECK NO. - 00459203	85.00
SIEMENS WATER TECHNOLOGIES CORPORATION	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80009146	20,228.69
SIEMENS WATER TECHNOLOGIES CORPORTATION	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459372	1,539.19
SPOKANE CITY TREASURER	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00458739	11,404.28
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00458739	743.46
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00459305	97,144.40
SVL ANALYTICAL INC	PROFESSIONAL CONTRACTS CHECK NO. - 00459632	441.00
TESTAMERICA LABORATORIES INC	PROFESSIONAL CONTRACTS ACH PMT NO. - 80009149	2,721.60
UNIVAR USA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80009151	8,534.84
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	39,403.51
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458644	1,494.71
W W GRAINGER INC	OFFICE SUPPLIES CHECK NO. - 00458854	2,059.87
WA STATE DEPT OF AGRICULTURE PESTICIDE MGMT DIVISION	PERMITS/OTHER FEES CHECK NO. - 00459399	99.00
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	3,752.87
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	75.17
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES -	5.02
WATERCO OF THE PACIFIC NORTH WEST, INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00459561	873.13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4320 - ADVANCED WASTEWATER TRTMT PLNT		493,318.98
-----		
4360 - ENVIRONMENTAL PROGRAMS		
-----		
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	360.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,342.79
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		1,702.79
-----		
4370 - SEWER CONSTRUCTION FUND		
-----		
ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00459323	227.57
AECOM TECHNICAL SERVICES INC	CONSTRUCTION PROFESSIONAL SRVC ACH PMT NO. - 80009104	121,863.62
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459097	34,782.69
CH2M HILL	CONSTRUCTION PROFESSIONAL SRVC ACH PMT NO. - 80009107	344,170.40
COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459227	137.02
ENGENIOUS SYSTEMS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459446	1,304.00
EPIC LAND SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459162	12,200.96
HUBBARD GRAY CONSULTING INC	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00458713	1,067.24
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	60.00
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00459195	4,541.85
NW BUSINESS PRESS INC DBA JOURNAL OF BUSINESS	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00459337	1,420.00
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00458628	14,965.79
SIGNS NOW DIV OF IN PROCESS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00458993	815.32
TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80009203	256.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00459638	299.38

TOTAL FOR 4370 - SEWER CONSTRUCTION FUND -----  
538,111.84

4480 - SOLID WASTE FUND

ASPEN CONSTRUCTION GROUP 1004 E GLASS AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00459465	500.00
DEBORAH A JUNES 216 E BIRCH RD	REFUNDS OR BAD CHECKS CHECK NO. - 00458603	4.83
ELOYN & RUBRIA BALDERAS 1227 WEST FIGG	REFUNDS OR BAD CHECKS CHECK NO. - 00458431	26.84
JENNIFER GREGORY 3020 WEST GLASS AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00458608	29.64
LIANA ONLEY 1175 VONDEL PARK DR	REFUNDS OR BAD CHECKS CHECK NO. - 00459184	347.12
LISA M RIDDLE 4318 S MAGNOLIA ST	REFUNDS OR BAD CHECKS CHECK NO. - 00459191	3.71
PATTI MCKERRICHER 5011 S SAINT ANDREWS LANE	REFUNDS OR BAD CHECKS CHECK NO. - 00459189	5.79
RSNA PO BOX 2998	REFUNDS OR BAD CHECKS CHECK NO. - 00458612	221.28
SARAH MARSHALL 328 S CAMPBELL ST	REFUNDS OR BAD CHECKS CHECK NO. - 00459192	133.87
SPOKANE CITY TREASURER ATTN: REBECCA MADANY	REFUNDS OR BAD CHECKS CHECK NO. - 00459481	89.23
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00459305	673.02

TOTAL FOR 4480 - SOLID WASTE FUND -----  
2,035.33

4490 - SOLID WASTE DISPOSAL CONS FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	16.58
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459144	15,618.79
BARR-TECH LLC	CONTRACTUAL SERVICES CHECK NO. - 00459145	247,073.32
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00459153	266.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00459229	45.28
CUTAWAY VIDEO CLIPS INC	PUBLICATIONS CHECK NO. - 00458703	43.48
DEX MEDIA INC DIRECTORY SOURCE DEX MEDIA EAST	ADVERTISING CHECK NO. - 00458416	153.00
ELWAY RESEARCH INC	CONTRACTUAL SERVICES CHECK NO. - 00458594	2,500.00
FEDEX	POSTAGE CHECK NO. - 00458421	22.52
GROUP W MARKETING INC KIDS NEWSPAPER	ADVERTISING CHECK NO. - 00459338	435.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	750.00
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	13.57
JP MORGAN CHASE OR CITY OF SPOKANE	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459589	309.80
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	65.24
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	788.01
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	50.00
KSPS TV FRIENDS OF 7	ADVERTISING CHECK NO. - 00459179	1,191.66
MARC PRESTON TAYLOR dba TAYLOR COMPANY	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459239	663.35
MOLONEY & ONEILL CORKERY & JONES INC	INSURANCE PREMIUMS CHECK NO. - 00458434	877.07
NORTH BY NORTHWEST PRODUCTIONS	CONTRACTUAL SERVICES CHECK NO. - 00459598	17,827.50
NW BUSINESS PRESS INC DBA JOURNAL OF BUSINESS	ADVERTISING CHECK NO. - 00459337	1,235.00
ORBIS CORPORATION	MINOR EQUIPMENT CHECK NO. - 00458985	6,956.80
PACIFIC MATERIALS EXCHANGE JAMES S HAYNES-OWNER	CONTRACTUAL SERVICES CHECK NO. - 00459604	8,356.00
QUINN GROUP	CONTRACTUAL SERVICES CHECK NO. - 00459612	12,447.00



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

REGIONAL DISPOSAL COMPANY OR CITY OF SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80008982	432,479.40
RESOURCEFUL BAG & TAG INC	MINOR EQUIPMENT CHECK NO. - 00458834	1,554.00
RESOURCEFUL BAG & TAG INC	OPERATING SUPPLIES CHECK NO. - 00458834	1,210.00
RESOURCEFUL BAG & TAG INC	POSTAGE CHECK NO. - 00458834	278.30
SPOKANE CITY TREASURER BUILDING SERVICES	REFUNDS OR BAD CHECKS CHECK NO. - 00459216	35.01
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-REFUSE COLLECTION TAX CHECK NO. - 00459305	304.09
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00459305	35,963.61
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00458846	52,201.09
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00459225	3,380.00
TAMMY JURIS	OPERATING SUPPLIES ACH PMT NO. - 80009163	28.76
THE FIG TREE/SPOKANE ECUMENICAL MINISTRIES	ADVERTISING CHECK NO. - 00459335	108.00
THE LAMAR COMPANIES/DIV OF LAMAR TEXAS LTD PARTNERSHIP	ADVERTISING CHECK NO. - 00458430	10,995.00
THOMAS DEAN & HOSKINS INC	OTHER IMPROVEMENTS CHECK NO. - 00459635	2,195.00
TORRE REFUSE & RECYCLING DBA DBA SUNSHINE DISPOSAL	CONTRACTUAL SERVICES CHECK NO. - 00459242	2,891.95
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	2,692.14
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00459392	227.08
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	135.21
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	105.26
WA STATE DEPT OF REVENUE	POSTAGE -	24.21
WHEELABRATOR SPOKANE INC OR CITY OF SPOKANE TREASURER	WHEELABRATOR SPOKANE, INC ACH PMT NO. - 80009112	1,148,905.28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YELLOW BOOK WEST	ADVERTISING CHECK NO. - 00458455	193.84
------------------	-------------------------------------	--------

TOTAL FOR 4490 - SOLID WASTE DISPOSAL CONS FUND		----- 2,013,612.72
---	--	-----------------------

4500 - SOLID WASTE MANAGEMENT

ACTION MEDICAL INC	OPERATING SUPPLIES ACH PMT NO. - 80009129	205.13
ADAM P SNODGRASS	PERMITS/OTHER FEES CHECK NO. - 00458440	85.00
ALT29 DESIGN GROUP INC	CONTRACTUAL SERVICES CHECK NO. - 00459410	4,220.00
AMSAN CUSTODIAL SUPPLY AMSAN LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458779	37.44
AMSAN CUSTODIAL SUPPLY AMSAN LLC	OPERATING SUPPLIES CHECK NO. - 00458779	126.74
ANDERSON ENVIRONMENTAL CONTRACTING LLC	MISC IMPROVEMENT NONBUILDINGS CHECK NO. - 00459094	197,458.75
APPLIED SOLUTIONS LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459271	916.20
AT&T MOBILITY	CELL PHONE CHECK NO. - 00458405	30.77
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	29,202.78
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459328	1,788.49
BARR-TECH LLC	PROFESSIONAL CONTRACTS CHECK NO. - 00458693	55,856.90
BECHERINI SCALE CENTER INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458783	542.66
BIG SKY INDUSTRIAL/DIV OF WSS ASSOCIATES INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459420	3,791.42
BROADWAY TRUCK STOP/DIV OF ALSAKER CORP	OPERATING SUPPLIES CHECK NO. - 00459148	142.56
BURLINGTON ENVIRONMENTAL LLC SUBSIDIARY/ PSC ENVIRONMENTAL	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80009110	4,804.30
C & C YARD CARE	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80009154	21.74
CASCADE ENGINEERING INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80009048	242,057.51

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00459149	425.10
CH2M HILL	CONTRACTUAL SERVICES ACH PMT NO. - 80009096	4,579.00
CHRISTOPHER LEE SPURLOCK	PERMITS/OTHER FEES CHECK NO. - 00459233	85.00
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459150	8,445.53
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459556	2,879.29
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00458701	589.37
CRAMLIT INC dba HOTSYS OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459295	1,076.13
DAVENPORT DISTRICT HOSPITALITY dba BING CROSBY THEATER	OPERATING RENTALS/LEASES CHECK NO. - 00459421	408.00
DTS DRIVERS TRAINING & SOLUTIONS LLC	CONTRACTUAL SERVICES CHECK NO. - 00459567	5,700.00
ECOLIGHTS NORTHWEST LLC	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00458708	3,136.43
FEDEX	POSTAGE CHECK NO. - 00458709	30.51
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	CONTRACTUAL SERVICES CHECK NO. - 00459572	12.30
GEOFFREY D GLENN	LOCAL MILEAGE CHECK NO. - 00459166	240.54
GREENSCAPE LANDSCAPING CORP	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00458425	543.51
HUGH P SAUNDERS	PERMITS/OTHER FEES CHECK NO. - 00459371	85.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	16,050.06
INLAND PACIFIC HOSE & FITTINGS INC	OPERATING SUPPLIES CHECK NO. - 00459588	98.67
JP MORGAN CHASE OR CITY OF SPOKANE	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00459589	18.78
JP MORGAN CHASE OR CITY OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459589	43.03
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	573.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	1,014.88
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	5,261.48
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	95.00
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER MISC CHARGES CHECK NO. - 00459589	39.95
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00459589	92.40
JP MORGAN CHASE OR CITY OF SPOKANE	PERMITS/OTHER FEES CHECK NO. - 00459589	306.00
JP MORGAN CHASE OR CITY OF SPOKANE	PUBLICATIONS CHECK NO. - 00459589	216.86
JP MORGAN CHASE OR CITY OF SPOKANE	SAFETY SUPPLIES CHECK NO. - 00459589	2,776.64
JP MORGAN CHASE OR CITY OF SPOKANE	SMALL TOOLS CHECK NO. - 00459589	872.34
KIMMEL ATHLETIC SUPPLY CO INC	OPERATING SUPPLIES ACH PMT NO. - 80009139	104.36
KODIAK SECURITY SERVICES INC	CONTRACTUAL SERVICES CHECK NO. - 00459178	1,302.40
LILAC CITY SPRINKLERS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80009060	81.53
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00458720	1,392.55
MARK TEAFORD	PERMITS/OTHER FEES CHECK NO. - 00459485	130.00
MOLONEY & ONEILL CORKERY & JONES INC	INSURANCE PREMIUMS CHECK NO. - 00458434	2,566.52
NORCO INC	OPERATING RENTALS/LEASES CHECK NO. - 00458822	4.89
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00459093	385.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00458778	184.80
NW BUSINESS STAMP INC	OPERATING SUPPLIES CHECK NO. - 00458823	22.72
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00459600	2,296.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ORBITCOM INC	MIS SERVICES CHECK NO. - 00459112	344.10
OTTO ENVIRONMENTAL SYSTEMS LLC DEPT #1579	MACHINERY/EQUIPMENT CHECK NO. - 00459602	110,042.31
PACIFIC MOBILE STRUCTURES INC NW REGION	OPERATING RENTALS/LEASES CHECK NO. - 00458827	103.73
RACHEL SCHOONOVER	LOCAL MILEAGE CHECK NO. - 00459209	14.49
ROSS JAMES DAVENPORT	PERMITS/OTHER FEES CHECK NO. - 00459442	85.00
SOLID WASTE MANAGEMENT IMPREST CASH FUND	LOCAL MILEAGE CHECK NO. - 00459214	43.52
SPOKANE CITY TREASURER	OPERATING RENTALS/LEASES CHECK NO. - 00458739	373.74
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00458739	150.00
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00458739	2,811.71
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00459305	62,826.40
SPOKANE COUNTY CORRECTIONS SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES CHECK NO. - 00458740	3,392.91
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00459225	8,630.00
ST JOSEPH COUNSELING CENTER/ ST JOSEPH FAMILY CENTER	OPERATING RENTALS/LEASES CHECK NO. - 00459235	895.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	58,769.94
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00459392	797.45
VICTOR JOHN GIAMPIETRI WA STATE FIRST AID SUPPLIES	OPERATING SUPPLIES CHECK NO. - 00458856	85.53
WA STATE DEPT OF ECOLOGY CASHERING UNIT	WA STATE DOE CHECK NO. - 00459249	677.75
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	36.52
WA STATE DEPT OF REVENUE	SMALL TOOLS -	3.05
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00459154	145.64

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80009208	1,900.74
WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE CHECK NO. - 00458766	65.13
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459652	47,820.40
XO COMMUNICATIONS INC	TELEPHONE CHECK NO. - 00459252	295.28
ZONAR SYSTEMS LLC	MINOR EQUIPMENT CHECK NO. - 00459408	136.98
TOTAL FOR 4500 - SOLID WASTE MANAGEMENT		905,902.12

4600 - GOLF FUND

COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80009173	2,298.88
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	720.00
JP MORGAN CHASE OR CITY OF SPOKANE	CLOTHING CHECK NO. - 00459589	211.94
JP MORGAN CHASE OR CITY OF SPOKANE	GENERAL REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	113.18
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	188.16
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	1,481.52
JP MORGAN CHASE OR CITY OF SPOKANE	REPAIRS/MAINTENANCE CHECK NO. - 00459589	1,164.13
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	3,697.54
TOTAL FOR 4600 - GOLF FUND		9,875.35

4700 - BLDG SERVICES

AUTOMATED ACCOUNTS INC 430 W SHARP AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00459187	841.50
BUILDING SERVICES IMPREST FUND	LOCAL MILEAGE CHECK NO. - 00459842	24.20
COCHRAN INC	CONTRACTUAL SERVICES CHECK NO. - 00459434	10,636.30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00459231	66.56
EFRAIN & MARY ANN RAMIREZ 7514 W MELVILLE RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00458614	1,291.55
ENERGY SOLUTIONS 310 S PINWOOD DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00458616	15.00
ESTATE OF ROBERT SEWELL 5211 W BEDFORD AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00458617	40.00
GREGORY CARMICHAEL INTERIOR DESIGN INC	CONTRACTUAL SERVICES CHECK NO. - 00459169	340.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	2,135.00
JD ELECTRICAL 19324 N DIVISION	PERMIT REFUNDS PAYABLE CHECK NO. - 00458618	15.00
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80008986	527.50
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	62.88
JP MORGAN CHASE OR CITY OF SPOKANE	MISC SERVICES/CHARGES CHECK NO. - 00459589	59.95
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	110.54
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	14.29
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	45.00
MIKE PENKUNIS	REGISTRATION/SCHOOLING CHECK NO. - 00459472	360.00
NORTHERN ELECTRIC LLC PO BOX 329	PERMIT REFUNDS PAYABLE CHECK NO. - 00458615	15.00
PAUL ZIEGMAN 6220 S BEN BURR RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00458619	150.00
PLANNING IMPREST FUND	LOCAL MILEAGE CHECK NO. - 00459843	28.50
RAINBOW ELECTRIC 809 N NAPA	PERMIT REFUNDS PAYABLE CHECK NO. - 00458620	75.00
SIGNS FOR SUCCESS INC	CONTRACTUAL SERVICES CHECK NO. - 00458836	773.90
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	108.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	8,883.81
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	0.87
TOTAL FOR 4700 - BLDG SERVICES		----- 26,620.35

5100 - FLEET SERVICES FUND

ADAMS TRACTOR CO INC	MINOR EQUIPMENT CHECK NO. - 00459324	128.89
ADAMS TRACTOR CO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459324	322.67
ADVANCED PAGING & COMMUNICATIONS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459539	2,124.50
AG ENTERPRISE SUPPLY INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459267	971.70
ALSCO, DIVISION OF ALSCO INC	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459139	1,380.43
AMERICAN WEST CHROME INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459270	744.60
ASSETWORKS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459273	1,065.26
ATLAS BOILER AND EQUIPMENT CO DBA NBI	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459542	2,071.31
AUTO ELECTRIC PRODUCTS SERVICE PARTS CORP	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009169	349.35
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00459328	3,062.96
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00459328	5,490.21
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00459096	28.50
BATTERY SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458937	108.70
BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459275	5,351.12
BEARING DISTRIBUTORS INC dba BROWN BEARING	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459544	46.01
BECKER BUICK-GMC INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458939	187.72



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BRAD L WHITE dba SUPERIOR FLUID POWER	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459631	3,656.75
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80009077	130.34
C & B UPHOLSTERY INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459278	182.06
CENTURYLINK	TELEPHONE CHECK NO. - 00459425	44.90
CHEVRON USA INC	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00459426	95.04
CITY GLASS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459552	1,478.35
CITY GLASS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459552	326.10
CLYDE/WEST INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459555	1,494.24
CLYDE/WEST INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459555	6,908.57
COAST CRANE COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458946	2,501.84
COBALT TRUCK EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80009078	348.38
COEUR D'ALENE SERVICE STATION EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80009172	379.80
COEUR D'ALENE SERVICE STATION EQUIPMENT	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009079	2,103.30
CONNELL OIL, INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458949	5,949.11
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80009173	431,661.01
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00459153	160.10
CRAMBLIT INC dba HOTSYS OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459295	95.96
CRAMBLIT INC dba HOTSYS OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458959	3,974.07
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459281	293.44
D & W SUPPLIES INC D & W TIRE DEALERS SUPPLIES	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459282	197.92

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DESIGN SPACE MODULAR BUILDINGS INC	OPERATING RENTALS/LEASES CHECK NO. - 00459157	280.08
EAGLE INTERMODAL SVCS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458789	98.70
EMPIRE BOLT AND SCREW INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459568	233.18
FACTORY MOTOR PARTS CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459284	611.84
FESSCO FLEET & MARINE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458794	370.86
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459163	24.74
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458795	16,799.04
FREEDOM TRUCK CENTERS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459574	3,230.05
FREEDOM TRUCK CENTERS INC	MINOR EQUIPMENT CHECK NO. - 00459287	34.78
FREEDOM TRUCK CENTERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459574	7,431.99
GALLS AN ARAMARK COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458955	2,175.83
GARY'S DOOR SERVICE GARY A WINZ-OWNER	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459288	1,479.64
HI-LINE ELECTRIC CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458958	516.48
HUSKY INTERNATIONAL TRUCKS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009179	1,834.72
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	2,970.00
ICON CORPORATION	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459451	6,619.84
INDUSTRIAL COMMERCIAL SERVICE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458961	1,126.84
INLAND PACIFIC HOSE & FITTINGS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459588	1,194.08
J & K CONCRETE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459300	4,619.75
JEANIE M A V KENT dba KENT CONSTRUCTION LLC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459590	8,278.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	59.64
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	523.14
JP MORGAN CHASE OR CITY OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459589	6,877.80
K & M UNIBODY WORKS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458963	969.60
KENWORTH SALES-SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459591	26,725.70
KENWORTH SALES-SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459591	3,553.44
LARRY H MILLER TOYOTA LEXIS SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459339	3,283.30
MAINTENANCE SOLUTIONS INC	OPERATING SUPPLIES CHECK NO. - 00458813	510.37
MCKINSTRY CO LLC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459343	7,690.70
MID MOUNTAIN MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459593	3,292.41
MID MOUNTAIN MACHINERY INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459593	2,907.47
MODERN MACHINERY CO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458981	5,230.25
MORAN FENCE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459344	1,062.62
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	MINOR EQUIPMENT CHECK NO. - 00459345	86.69
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459594	2,437.46
MOTORCYCLE SERVICE SUPPLY INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458817	32.56
NAPA AUTO PARTS GENUINE PARTS CO	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458983	13.63
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT CHECK NO. - 00459346	221.43
NAPA AUTO PARTS GENUINE PARTS CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459595	2,741.67
NORTHERN ENERGY - SPOKANE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00459599	295.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHSHORE MFG INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459351	23.64
NORTHWEST RADIATOR	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459352	69.30
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00459600	504.00
OWEN EQUIPMENT CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459355	177.24
OXARC INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459356	1,587.15
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459286	597.02
PACIFIC POWER PRODUCTS ATTN ACCOUNTS RECEIVABLE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459357	7,059.12
PACIFIC POWER PRODUCTS ATTN ACCOUNTS RECEIVABLE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459357	515.11
PAPE MATERIAL HANDLING	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459359	62.17
PETROCARD SYSTEMS INC PACIFIC PRIDE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00459606	152.56
POHL SPRING WORKS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459362	1,837.66
PRO MECHANICAL SERVICES INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009188	2,006.12
PROFESSIONAL CRANE INSPECTIONS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459364	863.38
REBUILDING & HARDFACING INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459369	14,552.21
RENT-RITE EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458833	1,819.64
RICOH USA INC	OPERATING RENTALS/LEASES CHECK NO. - 00459205	425.66
ROBERT SWAN dba SWANS AUTO BODY & PAINT	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459002	2,155.96
ROTO-ROOTER/DIV OF RAM PLUMBING INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458989	165.77
ROUSE'S TOWING & RECOVERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459614	330.91
ROWAND MACHINERY COMPANY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009145	965.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SCHETKY NW SALES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458991	41.11
SETINA MANUFACTURING INC JR SETINA MANUFACTURING CO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458992	392.18
SIGN MAN INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458634	569.04
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459618	7,979.38
SIX STATES DISTRIBUTORS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459619	218.68
SME SOLUTIONS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458995	2,735.13
SOLID WASTE SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80009189	87.90
SOLID WASTE SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009189	8,904.12
SPALDING AUTO PARTS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459620	110.87
SPECIAL ASPHALT PRODUCTS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458841	2,206.09
SPOKANE APPRAISAL SERVICE JEREMY K KEESECKER-OWNER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458842	105.00
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	75.00
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00458739	1,061.77
SPOKANE HOUSE OF HOSE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00458998	85.98
SPOKANE HOUSE OF HOSE INC	MINOR EQUIPMENT CHECK NO. - 00458998	84.27
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459626	3,657.12
SPOKANE INDUSTRIAL SUPPLY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459628	425.59
SPRAY CENTER ELECTRONICS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459000	786.81
ST JOHN HARDWARE & IMPLEMENT CO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459380	1,721.98
TACOMA SCREW PRODUCTS INC	MINOR EQUIPMENT CHECK NO. - 00459385	694.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TACOMA SCREW PRODUCTS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458849	110.68
TESSCO INCORPORATED SUNTRUST BANK	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459386	1,161.66
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459634	5,646.07
THOMPSONS CHEVRON	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00459486	34.77
TIFCO INDUSTRIES	MINOR EQUIPMENT ACH PMT NO. - 80009201	114.35
TIFCO INDUSTRIES	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009201	366.47
TIPKE MANUFACTURING	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459004	668.84
TIRE DISTRIBUTION SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459005	797.89
TIRE DISTRIBUTION SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459005	17,565.52
TITAN TRUCK EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459389	1,440.88
TITAN TRUCK EQUIPMENT	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459389	353.24
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459390	603.18
TRACY HULTQUIST dba CLASSIC AUTO & UPHOLSTERY	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459553	135.87
TRANSPORT EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009150	368.34
UNITED LABORATORIES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459008	583.90
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	12,815.62
W W GRAINGER INC	MINOR EQUIPMENT CHECK NO. - 00459393	1,039.90
W W GRAINGER INC	OPERATING SUPPLIES CHECK NO. - 00459010	1,480.08
W W GRAINGER INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459393	388.00
WA STATE DEPT OF CORRECTIONS SPOKANE WORK CREW	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459398	100.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	73.80
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00458858	94.79
WATSON PAINT AND BODY WORKS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459401	1,737.59
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459012	157.02
WENDLE FORD NISSAN ISUZU	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459012	83.84-
WESTERN GLOVE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459404	13.59
WESTERN PETERBILT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80009209	14,760.75
WESTERN PETERBILT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009209	6,088.18
WESTERN REFUSE & RECYCLING EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00458862	775.02
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459405	5,076.01
WESTERN STATES EQUIPMENT CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459650	1,245.22
WHITE BEAR WEST INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459014	893.15
WM WINKLER CO	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459494	17,751.37
ZEE MEDICAL INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00459407	420.85
TOTAL FOR 5100 - FLEET SERVICES FUND		776,453.78

5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	2,720.00
JENNIFER GREGORY 3020 WEST GLASS AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00458608	0.82
JP MORGAN CHASE OR CITY OF SPOKANE	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00459589	78.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	95.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	138.95
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	37.22
K & L GATES LLP RCAC	MISC SERVICES/CHARGES ACH PMT NO. - 80009156	238.77
PATTI MCKERRICHER 5011 S SAINT ANDREWS LANE	REFUNDS OR BAD CHECKS CHECK NO. - 00459189	10.00
SARAH MARSHALL 328 S CAMPBELL ST	REFUNDS OR BAD CHECKS CHECK NO. - 00459192	59.91
SPOKANE CITY TREASURER ATTN: REBECCA MADANY	REFUNDS OR BAD CHECKS CHECK NO. - 00459481	4.92
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00459305	992.67
TARA PITON 4105 W EXCELL AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00458606	2.96
TONI TAYLOR dba WATER NOW SERVICES &	MISC SERVICES/CHARGES CHECK NO. - 00459492	714.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	7,214.26
VAL PALMER PO BOX 181	REFUNDS OR BAD CHECKS CHECK NO. - 00459464	30.00
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458644	148.47
WCP SOLUTIONS	PRINTING/BINDING OS VENDOR ACH PMT NO. - 80009152	231.87
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		12,717.87

5300 - MIS FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00459141	44.84
ARCAS TECHNOLOGY INC	MINOR EQUIPMENT CHECK NO. - 00459272	189.99
ASSETWORKS	SOFTWARE MAINTENANCE CHECK NO. - 00459095	18,950.76
AT&T	TELEPHONE CHECK NO. - 00458691	326.46
AT&T MOBILITY	CELL PHONE CHECK NO. - 00459414	57.54



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BANK OF AMERICA BANKCARD CENTER	REGISTRATION/SCHOOLING CHECK NO. - 00459096	1,036.00
CENTURYLINK	TELEPHONE CHECK NO. - 00459425	5,015.57
CERIUM NETWORKS INC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80009132	1,173.96
COCHRAN INC	CONTRACTUAL SERVICES CHECK NO. - 00459435	213.05
COCHRAN INC	OPERATING SUPPLIES CHECK NO. - 00459439	319.58
COMSTOR INFORMATION MANAGEMENT INC	SECURITY SERVICES CHECK NO. - 00458699	932.20
DB SECURE SHRED LLC	CONTRACTUAL SERVICES CHECK NO. - 00459102	44.78
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00459448	58.00
GREAT WESTERN INK INC	OPERATING SUPPLIES CHECK NO. - 00459291	287.62
HAIGHT BROTHERS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00459294	107.29
IBM CORP	MINOR EQUIPMENT CHECK NO. - 00459296	8,348.16
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	4,220.00
JP MORGAN CHASE OR CITY OF SPOKANE	CELL PHONE CHECK NO. - 00459589	21.73
JP MORGAN CHASE OR CITY OF SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00459589	2,556.33
JP MORGAN CHASE OR CITY OF SPOKANE	MINOR EQUIPMENT CHECK NO. - 00459589	63.05
JP MORGAN CHASE OR CITY OF SPOKANE	MIS SERVICES CHECK NO. - 00459589	14.30
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	143.87
JP MORGAN CHASE OR CITY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00459589	640.41
JP MORGAN CHASE OR CITY OF SPOKANE	SOFTWARE MAINTENANCE CHECK NO. - 00459589	1,593.22
JP MORGAN CHASE OR CITY OF SPOKANE	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00459589	301.42

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KERSHAW INC	OPERATING SUPPLIES ACH PMT NO. - 80009138	3,014.03
ORBITCOM INC	MIS SERVICES CHECK NO. - 00459112	54.95
ORBITCOM INC	TELEPHONE CHECK NO. - 00459112	1,143.63
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	OPERATING RENTALS/LEASES CHECK NO. - 00459113	3,330.57
PITNEY BOWES RESERVE ACCOUNT POSTAGE BY PHONE RESERVE ACCT	PREPAID POSTAGE CHECK NO. - 00459202	45,000.00
PRO MECHANICAL SERVICES INC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80009144	1,175.68
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00459219	83.00
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00459215	18.15
SPOKANE COUNTY INFO SYSTEMS SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE CHECK NO. - 00459117	8,762.39
SPOKANE COUNTY TREASURER	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80009158	235.05
STANDARD REGISTER CO	OPERATING SUPPLIES CHECK NO. - 00459381	2,673.24
TRIBRIDGE HOLDINGS LLC	CONTRACTUAL SERVICES CHECK NO. - 00459122	9,805.00
T-MOBILE	CELL PHONE CHECK NO. - 00458642	4.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	20,812.22
US POSTMASTER POSTAGE DUE PERMIT #95065	PREPAID POSTAGE CHECK NO. - 00459244	100.00
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00458644	734.61
WA STATE DEPT OF INFORMATION SERVICES	SOFTWARE MAINTENANCE CHECK NO. - 00459396	320.12
WA STATE DEPT OF LICENSING	SOFTWARE MAINTENANCE CHECK NO. - 00458758	127.15
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00459250	262.50
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	16.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	45.92
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED)	
	-	9.57
WCP SOLUTIONS	OPERATING SUPPLIES	
	ACH PMT NO. - 80009152	673.20
XEROX CORPORATION	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80009042	4,163.68
TOTAL FOR 5300 - MIS FUND		149,225.32

5310 - MIS CAPITAL REPLACEMENT FUND

BANK OF AMERICA LOCKBOX CIBER, INC	CAPITALIZED SOFTWARE CHECK NO. - 00458944	10,997.20
DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80009134	23,056.42
FIREPOWER INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80009135	10,598.25
IBM CORP	COMPUTER/MICRO EQUIPMENT CHECK NO. - 00459296	11,077.62
JP MORGAN CHASE OR CITY OF SPOKANE	COMPUTER/MICRO EQUIPMENT CHECK NO. - 00459589	7,123.55
PORTLAND PRINTER PLACE INC	COMPUTER/MICRO EQUIPMENT CHECK NO. - 00458830	1,413.10
WA STATE DEPT OF REVENUE	COMPUTER/MICRO EQUIPMENT -	243.43
TOTAL FOR 5310 - MIS CAPITAL REPLACEMENT FUND		64,509.57

5600 - ACCOUNTING SERVICES

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	OTHER MISC CHARGES CHECK NO. - 00459091	58.00
DB SECURE SHRED LLC	OTHER MISC CHARGES CHECK NO. - 00459102	134.34
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	5,478.65
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	53.62
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	1,225.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN CHASE OR CITY OF SPOKANE	TRAVEL CHECK NO. - 00459589	10.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	18,957.60
WATER DEPARTMENT IMPREST FUND	TRAVEL CHECK NO. - 00459849	17.00
WILDROSE GRAPHICS LTD/ B & E TROPHY	OFFICE SUPPLIES CHECK NO. - 00458863	34.78
TOTAL FOR 5600 - ACCOUNTING SERVICES		25,968.99

5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS LLC/ASC	INSURANCE ADMINISTRATION ACH PMT NO. - 80009015	22,394.42
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	150.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	30.65
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80009204	199,311.80
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,189.16
TOTAL FOR 5800 - RISK MANAGEMENT FUND		223,076.03

5810 - WORKER'S COMPENSATION FUND

CORVEL CORPORATION M/S 44	INSURANCE ADMINISTRATION CHECK NO. - 00458702	3,019.73
EXAMINETICS INC	PROFESSIONAL CONTRACTS CHECK NO. - 00459105	5,875.00
HUMANIX HUMAN RESOURCE PROFESSIONALS	PROFESSIONAL CONTRACTS CHECK NO. - 00459173	436.62
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	388.52
JP MORGAN CHASE OR CITY OF SPOKANE	PROMOTIONAL SUPPLIES CHECK NO. - 00459589	174.26
LONG ISLAND PRODUCTIONS INC DBA THE TRAINING NETWORK	PROMOTIONAL SUPPLIES CHECK NO. - 00458811	1,932.15
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,605.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00459392	48.56
WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES -	183.26
WA STATE FIRST AID VICTOR J GIAMPIETRI II-OWNER	CONTRACTUAL SERVICES CHECK NO. - 00459251	1,450.00
TOTAL FOR 5810 - WORKER'S COMPENSATION FUND		15,113.63

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	1.48
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	16.01
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		17.49

5830 - EMPLOYEES BENEFITS FUND

A W REHN & ASSOCIATES	CONTRACTUAL SERVICES CHECK NO. - 00458688	2,577.00
A W REHN & ASSOCIATES	INSURANCE ADMINISTRATION CHECK NO. - 00459135	264.00
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80009128	29,525.88
APS HEALTHCARE INC	PROFESSIONAL CONTRACTS CHECK NO. - 00458689	5,513.00
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	INSURANCE CLAIMS ACH PMT NO. - 80009039	56.87
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	405.00
LEOFF HEALTH & WELFARE TRUST/ MEDICAL	INSURANCE PREMIUMS ACH PMT NO. - 80009003	920.94
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80009023	16,007.34
MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80009097	4,913.03
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80009187	1,063,411.07
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,217.63

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80009207	13,251.97
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80009207	132,519.64
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		----- 1,270,583.37
5900 - ASSET MANAGEMENT FUND OPS -----		
MOORE IACOFANO GOLTSMAN INC	CONSTRUCTION IN PROGRESS CHECK NO. - 00458725	13,953.01
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		----- 13,953.01
6100 - RETIREMENT -----		
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00459584	420.00
JP MORGAN CHASE OR CITY OF SPOKANE	OFFICE SUPPLIES CHECK NO. - 00459589	50.52
JP MORGAN CHASE OR CITY OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00459589	164.00
JP MORGAN CHASE OR CITY OF SPOKANE	REGISTRATION/SCHOOLING CHECK NO. - 00459589	148.91
LEO F GRIFFIN	TRAVEL ACH PMT NO. - 80009118	111.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00459638	1,330.85
TOTAL FOR 6100 - RETIREMENT		----- 2,225.28
6200 - FIREFIGHTERS' PENSION FUND -----		
BLC-PARK PLACE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00459069	6,586.00
CHARLES E NEIHART	MEDICARE PART A ACH PMT NO. - 80009125	248.00
CHARLES E NEIHART	MEDICARE PART B ACH PMT NO. - 80009125	99.90
COLONIAL COURT SPOKANE INC COLONIAL CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00459070	5,747.00
DB SECURE SHRED LLC	MISC SERVICES/CHARGES CHECK NO. - 00459102	4.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00459073	3,240.00
FRANK DICKENS	MEDICARE PART B CHECK NO. - 00459159	104.90
GOOD SAMARITAN SOCIETY SPOKANE VALLEY	SERVICE REIMBURSEMENT CHECK NO. - 00458423	18,306.82
HABERMAN HEARING AID SERVICE JAMES H HABERMAN-OWNER	SERVICE REIMBURSEMENT CHECK NO. - 00459075	30.00
JACK R KRELL	MEDICARE PART B CHECK NO. - 00459175	346.20
LAWRENCE SCALERO	MEDICARE PART B CHECK NO. - 00459207	566.40
LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00459077	43.17
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80009023	3,206.64
MICHAEL D DONAHOE	MEDICARE PART B CHECK NO. - 00459160	503.40
MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80009097	1,665.00
PENSION BENEFIT INFORMATION	CONTRACTUAL SERVICES ACH PMT NO. - 80009028	400.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80009187	99,448.81
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00459085	18,260.00
SPECIALTY TRANSPORT LLC	SERVICE REIMBURSEMENT CHECK NO. - 00459089	226.50
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSEMENT CHECK NO. - 00459090	3,200.00
STEVEN DAVIS	SERVICE REIMBURSEMENT CHECK NO. - 00459072	28.97
THOMAS W HECKLER	MEDICARE PART A CHECK NO. - 00459172	243.00
THOMAS W HECKLER	MEDICARE PART B CHECK NO. - 00459172	104.90
VICTOR L MILLER dba PROFESSIONAL HEARING	SERVICE REIMBURSEMENT CHECK NO. - 00459083	35.60
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80009207	13,516.90

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WILLIAM KELLING	MEDICARE PART A ACH PMT NO. - 80009120	243.00
WILLIAM KELLING	MEDICARE PART B ACH PMT NO. - 80009120	104.90
WILLIAM R FORBES	MEDICARE PART A CHECK NO. - 00459164	243.00
WILLIAM R FORBES	MEDICARE PART B CHECK NO. - 00459164	104.90
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		----- 176,858.79

6300 - POLICE PENSION

ALBERT W SCHABER	SERVICE REIMBURSEMENT CHECK NO. - 00459088	124.19
BENEFICIAL IN HOME CARE INC	SERVICE REIMBURSEMENT CHECK NO. - 00459276	2,553.00
DALLAS PALMER	SERVICE REIMBURSEMENT CHECK NO. - 00459081	62.91
DB SECURE SHRED LLC	MISC SERVICES/CHARGES CHECK NO. - 00459102	4.88
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00459073	8,301.50
FAITH & SPIRIT INC DBA RIGHT AT HOME	SERVICE REIMBURSEMENT CHECK NO. - 00459084	4,277.50
FAMILY HOME CARE CORP	SERVICE REIMBURSEMENT CHECK NO. - 00459074	7,081.88
FLOYD LOCKIE	SERVICE REIMBURSEMENT CHECK NO. - 00459078	1,988.65
JACK NEUMILLER	SERVICE REIMBURSEMENT CHECK NO. - 00459304	29.97
JOSEPH USHER	SERVICE REIMBURSEMENT ACH PMT NO. - 80009095	46.95
LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00459077	43.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80009023	2,495.49
MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80009097	1,665.00
NORTHPOINTE MSL LLC	SERVICE REIMBURSEMENT CHECK NO. - 00459079	5,439.00



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NW HEALTH SYSTEMS INC	SERVICE REIMBURSEMENT CHECK NO. - 00459080	463.77
PAUL MEISSNER	MEDICARE PART B CHECK NO. - 00459468	540.60
PENSION BENEFIT INFORMATION	CONTRACTUAL SERVICES ACH PMT NO. - 80009028	373.00
PRECIOUS CARGO WASHINGTON INC	SERVICE REIMBURSEMENT CHECK NO. - 00459082	60.50
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80009187	82,333.17
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00459086	461.19
ROSEWOOD ALF, LLC dba ROSEWOOD PARK	SERVICE REIMBURSEMENT CHECK NO. - 00459087	12,033.29
SYDNEY JOHNSON	SERVICE REIMBURSEMENT CHECK NO. - 00459076	166.66
VICTOR L MILLER dba PROFESSIONAL HEARING	SERVICE REIMBURSEMENT CHECK NO. - 00459083	401.24
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80009207	5,103.00
YOUR PROBLEM SOLVED INC dba AT HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00459068	3,549.00
TOTAL FOR 6300 - POLICE PENSION		139,599.34
-----		
6730 - PARKING & BUSINESS IMPROV DIST		
-----		
DOWNTOWN SPOKANE PARTNERSHIP	CONTRACTUAL SERVICES CHECK NO. - 00459161	8,195.68
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		8,195.68
-----		
6760 - SPOKANE REGIONAL COUNCIL		
-----		
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	3.08
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	13.47
TOTAL FOR 6760 - SPOKANE REGIONAL COUNCIL		16.55
-----		
6770 - TRANSPORTATION STUDY DIVISION		
-----		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE	
	-	11.93
TOTAL FOR 6770 - TRANSPORTATION STUDY DIVISION		11.93
-----		
6780 - EMS PROGRAM DIRECTOR FUND		
-----		
JP MORGAN CHASE OR	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
CITY OF SPOKANE	CHECK NO. - 00459589	527.70
TOTAL FOR 6780 - EMS PROGRAM DIRECTOR FUND		527.70
-----		
6785 - TRANSPORTATION BENEFIT DIST		
-----		
MICHELLE L DESPAIN	OTHER TRANSPORTATION FEES	
8715 N NETTLETON LN	CHECK NO. - 00459457	20.00
WILLIAM D WORKMAN	OTHER TRANSPORTATION FEES	
8715 N NETTLETON LN	CHECK NO. - 00459458	40.00
TOTAL FOR 6785 - TRANSPORTATION BENEFIT DIST		60.00
-----		
6960 - SALARY CLEARING FUND 2012		
-----		
A W REHN & ASSOCIATES INC OR	AW REHN-SEC 125 DEPENDENT CARE	
SPOKANE CITY TREASURER	ACH PMT NO. - 80009167	10,010.82
A W REHN & ASSOCIATES INC OR	AW REHN-SEC 125 HEALTH	
SPOKANE CITY TREASURER	ACH PMT NO. - 80009167	25,932.33
AFLAC/AMERICAN FAMILY LIFE	AFLAC	
ASSURANCE CO OF COLUMBUS	CHECK NO. - 00459540	27,343.40
CHILD SUPPORT SERVICES	IDAHO CHILD SUPPORT SERVICE	
IDAHO CHILD SUPPORT RECEIPTING	CHECK NO. - 00459550	1,225.00
DANIEL H BRUNNER, TRUSTEE	DANIEL H BRUNNER, TRUSTEE	
CHAPTER 13 TRUSTEE	CHECK NO. - 00459562	10,545.00
DEPT OF LABOR & INDUSTRIES	DEPT OF LABOR & INDUSTRIES	
	CHECK NO. - 00459847	997.33
DIGNITARY PROTECTION TEAM FUND	DIGNITARY PROTECTION TEAM FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80009174	100.00
EDU MEMBERSHIP FUND	EDU MEMBERSHIP FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80009175	35.00
GENERAL REVENUE CORPORATION	GENERAL REVENUE CORP	
	CHECK NO. - 00459577	461.56
HUMAN RESOURCES	HUMAN RESOURCES	
RE: PARKING FEES	CHECK NO. - 00459582	2,055.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00459584	481,832.20
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00459585	53,533.05
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00459586	75.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00459587	66,447.15
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80009022	47,658.99
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00459648	1,850.65
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80009024	810.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80009181	52.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80009184	4,124.50
NORTHWEST PUBLIC EMPLOYEES MEDICAL TRUST/ NWPEMT	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00459647	699.66
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00459601	1,570.60
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00459605	44.70
PIONEER CREDIT RECOVERY INC	PIONEER CREDIT RECOVERY 045121 CHECK NO. - 00459607	1,084.07
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80009177	1,028.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00459610	1,256.28
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE CHECK NO. - 00459625	25,421.00
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80009190	2,415.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80009191	5,244.80
SPOKANE POLICE GUILD C/O SPOKANE LAW ENFORCEMENT CU	POLICE GUILD ACH PMT NO. - 80009029	17,051.70
SPOKANE POLICE GUILD C/O SPOKANE LAW ENFORCEMENT CU	POLICE GUILD-FITNESS/GOLF ACH PMT NO. - 80009186	2.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80009198	495.00
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80009193	14,630.40
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80009192	60.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80009199	600.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80009200	520.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) CHECK NO. - 00459630	15,331.70
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD CHECK NO. - 00459630	361.00
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE CHECK NO. - 00459630	3,810.90
UNITED WAY	UNITED WAY CHECK NO. - 00459637	4,583.30
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00459638	288,797.47
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00459846	1,245,704.95
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00459638	152,360.53
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00459639	185.04
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00459643	4,566.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80009206	50,436.50
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00459646	32,818.66
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00459649	324,420.28
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00459651	528.00

TOTAL FOR 6960 - SALARY CLEARING FUND 2012 -----  
2,931,116.52

TOTAL CLAIMS -----  
16,961,705.10

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	11,503.16	589.03	98.23
00458358	CATERPILLAR LOGISTICS INC	29,693.20		
00458359	CENTURYLINK	85.00		
00458360	NW BUSINESS PRESS INC	1,040.00		
00458361	KIEMLE & HAGOOD COMPANY	8,561.00		
00458362	NORTHEAST WASHINGTON ESD 101	3,215.12		
00458363	PROBUILD HOLDINGS LLC	3,138.41		
00458364	AUDIO EDITIONS		1,337.99	
00458365	AVISTA UTILITIES		317.61	
00458366	BAKER & TAYLOR BOOKS		5,393.45	
00458367	BANK OF AMERICA		153.15	
00458368	BANK OF AMERICA		36.95	
00458369	BANK OF AMERICA		225.00	
00458370	BLACKSTONE AUDIO BOOKS INC		30.00	
00458371	CENTER POINT PUBLISHING INC		60.33	
00458372	CENTURYLINK		44.40	
00458373	COMPLETE OFFICE LLC		43.48	
00458374	CONTROL SOLUTIONS NW INC		343.71	
00458375	DUANE P ECCLES		42.61	
00458376	EXPRESS NAME TAGS & MORE, IN		61.96	
00458377	GALE		602.10	
00458378	GREY HOUSE PUBLISHING		866.10	
00458379	HOFFMAN MUSIC CO		33.66	
00458380	LARRY B HUGHES		23.97	
00458381	INGRAM LIBRARY SERVICES INC		1,195.86	
00458382	ANA L KRUGER		72.55	
00458383	LABELS DIRECT INC		134.00	
00458384	JOHN MARSHALL		434.76	
00458385	MIDWEST TAPE		468.50	
00458386	MR B'S CLEAN SWEEP		394.04	
00458387	NEW ENGLAND HISTORIC		150.00	
00458388	OVERDRIVE INC		907.51	
00458389	PRESENTATION SOLUTIONS		113.62	
00458390	RAINBOW ELECTRIC INC		446.10	
00458391	RANDOM HOUSE INC		32.61	
00458392	JOSEPH J ROISE		67.10	
00458393	SPOKANE CITY TREASURER		140.57	
00458394	SPOKANE CITY TREASURER		217.67	
00458395	SPOKANE CITY TREASURER		243.82	
00458396	SPOKANE CITY TREASURER		390.48	
00458397	SPOKANE CITY TREASURER		1,408.98	
00458398	SPOKANE PUBLIC LIBRARY IMPRE		152.80	
00458399	SPOKANE PUBLIC LIBRARY		365.60	
00458400	THYSSENKRUPP ELEVATOR CORP		246.96	
00458401	TITAN TRUCK EQUIPMENT		77.45	
00458402	UNITED LABORATORIES INC		689.46	
00458403	XO COMMUNICATIONS INC		1,337.26	
00458404	ADVANCED MECHANICAL SYSTEMS	1,218.11		
00458405	AT&T MOBILITY	30.77		
00458406	AT&T MOBILITY	11.34		
00458407	AVISTA CORPORATION	20,521.63		
00458408	AVISTA UTILITIES	89.29		
00458409	ROBERT F BOTTERBUSCH	40.00		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00458410	DEAN T BRYANS	1,233.75		
00458411	AUDREY BURR ACSW	100.00		
00458413	CENTURYLINK	151.92		
00458414	COOK SECURITY GROUP	327.19		
00458415	COPIERS NORTHWEST INC	22.91		
00458416	DEX MEDIA INC DIRECTORY SOUR	153.00		
00458417	EAST CENTRAL COMMUNITY	8,907.56		
00458418	DENNIS M EDDY	70.00		
00458419	EVERGREEN STATE TOWING	70.66		
00458420	FEDERAL EXPRESS CORP/DBA FED	394.03		
00458421	FEDEX	22.52		
00458422	SUSAN GARVIN MA	1,450.00		
00458423	GOOD SAMARITAN SOCIETY	18,306.82		
00458424	DAVID M GRANT	70.00		
00458425	GREENSCAPE LANDSCAPING CORP	543.51		
00458426	NW BUSINESS PRESS INC	500.00		
00458427	JP MORGAN CHASE OR	166,403.60		
00458428	KODIAK SECURITY SERVICES INC	220.00		
00458429	JACKIE M LALIBERTE	70.00		
00458430	THE LAMAR COMPANIES/DIV OF	10,995.00		
00458431	ELOYN & RUBRIA BALDERAS	107.81		
00458432	LJS INTERNATIONAL TRAINING A	200.00		
00458433	LORMAN BUSINESS CENTER INC	349.00		
00458434	MOLONEY & ONEILL CORKERY &	19,649.14		
00458435	NEXTEL COMMUNICATIONS	286.77		
00458436	PACIFIC NW INLANDER/DIV OF	1,980.00		
00458437	PARTNERS WITH FAMILIES &	50.00		
00458438	ROUSE'S TOWING & RECOVERY IN	247.29		
00458439	YVONNE K SHAUNESSY	40.00		
00458440	ADAM P SNODGRASS	85.00		
00458441	SPOKANE CITY TREASURER	4,326.23		
00458442	SPOKANE COUNTY PROSECUTING	2,019.26		
00458443	SPOKANE REGIONAL HEALTH DIST	700.00		
00458444	SPOKANE REGIONAL HEALTH DIST	600.00		
00458445	SPOKANE TOWING/DIV OF	70.66		
00458446	TAYLOR ENGINEERING INC	1,780.00		
00458447	JODY TREFFRY	21.74		
00458448	UNITED PARCEL SERVICE	33.55		
00458449	UNITED RENTALS NW INC	88.92		
00458450	HAZEL V VERCRUYSE	70.00		
00458451	WA STATE DEPT OF HEALTH	3,876.00		
00458452	WA STATE TREASURER	135,808.56		
00458453	LINDA P WALLICK	40.00		
00458454	GAYLE L YEAGER	70.00		
00458455	YELLOW BOOK WEST	193.84		
00458584	A TO Z RENTALS	85.22		
00458585	ADVANCED ELECTRIC & ALARM	389.91		
00458586	JOSEPH F ALBERT PHD	1,050.00		
00458587	BACON CONCRETE INC	14,798.75		
00458588	BIG SKY INDUSTRIAL/DIV OF	2,315.85		
00458589	CAMERON-REILLY LLC	118,009.89		
00458590	CCIM INSTITUTE	610.00		
00458591	COPIERS NORTHWEST INC	167.04		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00458592	MICHAEL F CURTIS	59.75		
00458593	LINDA L DANIELS	275.00		
00458594	ELWAY RESEARCH INC	2,500.00		
00458595	EMERSON NETWORK POWER	4,434.49		
00458596	RAYMOND G GAINES	168.45		
00458597	GARCO CONSTRUCTION INC	10,000.00		
00458598	RICHARD GOW	271.74		
00458599	JAMES A SEWELL & ASSOCIATES	2,727.50		
00458600	KIEMLE & HAGOOD COMPANY	10,002.24		
00458601	PAPA MURPHY'S TAKE N BAKE	125.00		
00458602	BLACK REALTY MANAGEMENT INC	38.00		
00458603	DEBORAH A JUNES	75.27		
00458604	FIRE SYSTEMS WEST	76.00		
00458605	JAN & PAUL BOSTIAN	1,000.00		
00458606	TARA PITON	1,400.00		
00458607	SOLEIL PROPERTY MGMT	31.73		
00458608	JENNIFER GREGORY	164.94		
00458609	DAN E KUTZ	219.42		
00458610	STEVE SILBAR	3,150.95		
00458611	BRION BEAVER	492.80		
00458612	RSNA	221.28		
00458613	WALKERS PROPERTY MGMT	40.11		
00458614	EFRAIN & MARY ANN RAMIREZ	1,291.55		
00458615	NORTHERN ELECTRIC LLC	15.00		
00458616	ENERGY SOLUTIONS	15.00		
00458617	ESTATE OF ROBERT SEWELL	40.00		
00458618	JD ELECTRICAL	15.00		
00458619	PAUL ZIEGMAN	150.00		
00458620	RAINBOW ELECTRIC	75.00		
00458621	LAYFIELD ENVIRONMENTAL SYSTE	335,449.02		
00458622	HEATHER LOWE	310.25		
00458623	KAREN R MOBLEY	2,500.00		
00458624	NORTHEAST WASHINGTON ESD 101	2,700.00		
00458625	PRO MECHANICAL SERVICES INC	472.67		
00458626	PROJECT JOY	1,280.00		
00458627	RAMCO-MAINLAND LLC	3,360.00		
00458628	RED DIAMOND CONSTRUCTION INC	86,831.91		
00458629	SAVEMORE BUILDING SUPPLY/DIV	2,534.91		
00458630	SCOTT STEPHENS OR	4,840.00		
00458631	DENNIS M SEIPP	141.04		
00458632	SHAMROCK PAVING CO/DIV OF	18,786.11		
00458633	SHAMROCK PAVING CO/DIV OF	988.74		
00458634	SIGN MAN INC	569.04		
00458635	SMITH & GREENE COMPANY	29,500.00		
00458636	SPOKANE NEIGHBORHOOD ACTION	2,077.90		
00458637	SPOKANE CITY TREASURER	505.20		
00458638	SPOKANE CITY TREASURER	105.00		
00458639	SPOKANE COUNTY WATER DIST NO	8.96		
00458640	SPOKANE COPS	461.10		
00458641	SPOKANE LOW INCOME HOUSING	834.87		
00458642	T-MOBILE	4.00		
00458643	UNITED PARCEL SERVICE	38.57		
00458644	VERIZON WIRELESS BELLEVUE	3,308.95		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00458645	ALEX WERNER	110.00		
00458646	WEST CENTRAL COMMUNITY	19,795.00		
00458647	MICHELE P YAKE	56.61		
00458648	ROBERT J ZALEWSKI	149.59		
00458683	FEDEX			
00458684	RIVER PARK SQUARE LLC			
00458685	A W REHN & ASSOCIATES	476.00		
00458686	A W REHN & ASSOCIATES	568.00		
00458687	A W REHN & ASSOCIATES	20.00		
00458688	A W REHN & ASSOCIATES	1,513.00		
00458689	APS HEALTHCARE INC	5,513.00		
00458690	ARGUS INTERGRATED SERVICES L	366.02		
00458691	AT&T	326.46		
00458692	AVISTA UTILITIES	13,906.13		
00458693	BARR-TECH LLC	55,856.90		
00458694	BROADWAY TRUCK STOP/DIV OF	51.81		
00458695	CAMTEK INC	363.00		
00458696	CENTURYLINK	11,217.61		
00458697	CHILD SUPPORT SERVICES	612.50		
00458698	COMCAST	85.50		
00458699	COMSTOR INFORMATION	932.20		
00458700	COOK SECURITY GROUP	42.39		
00458701	COPIERS NORTHWEST INC	6,867.62		
00458702	CORVEL CORPORATION	3,019.73		
00458703	CUTAWAY VIDEO CLIPS INC	43.48		
00458704	DANIEL H BRUNNER, TRUSTEE	5,272.50		
00458705	DEVRIES INFORMATION MANAGEME	190.00		
00458706	DMC COMMUNICATIONS LLC	500.00		
00458707	DTS DRIVERS TRAINING &	4,500.00		
00458708	ECOLIGHTS NORTHWEST LLC	3,136.43		
00458709	FEDEX	30.51		
00458710	FIRST COVENANT CHURCH	991.46		
00458711	FRONTIER BEHAVIORAL HEALTH	9,507.38		
00458712	GENERAL REVENUE CORPORATION	230.76		
00458713	HUBBARD GRAY CONSULTING INC	1,067.24		
00458714	ICMA RETIREMENT TRUCT 457	325,735.60		
00458715	ICMA RETIREMENT TRUST 457 LO	26,878.91		
00458716	IDAHO STATE TAX COMMISSION	37.50		
00458717	ING LIFE INSURANCE & ANNUITY	59,811.78		
00458718	INLAND POWER & LIGHT CO	84.44		
00458719	SPOKANE PUBLIC RADIO	498.00		
00458720	LOOMIS ARMORED US INC	1,392.55		
00458721	MARTIN LUTHER KING JR FAMILY	1,972.96		
00458722	MATTHEW BENDER & CO INC	122.71		
00458723	MCI TELECOMMUNICATIONS INC	35.14		
00458724	THE MEN'S WEARHOUSE INC	219.57		
00458725	MOORE IACOFANO GOLTSMAN INC	13,953.01		
00458726	NASSCO INC	250.00		
00458727	NICHOLLS ENGINEERING	3,961.25		
00458728	NORTH SPOKANE IRRIGATION	23.00		
00458729	OFFICE OF THE ATTORNEY GENER	785.30		
00458730	OUR PLACE COMMUNITY MINISTRI	4,685.30		
00458731	PEOPLE QUALIFIED COMMITTEE	22.35		



REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 5

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00458732	PIONEER CREDIT RECOVERY INC	599.81		
00458733	PRE-PAID LEGAL SERVICES INC	628.14		
00458734	RICOH USA INC	210.73		
00458735	THE SALVATION ARMY	149,472.79		
00458736	SECOND HARVEST FOOD BANK OF	6,266.00		
00458737	SENSKE PEST CONTROL	307.08		
00458738	SIMPLEXGRINNELL LP	709.29		
00458739	SPOKANE CITY TREASURER	16,942.37		
00458740	SPOKANE COUNTY CORRECTIONS	3,392.91		
00458741	SPOKANE COUNTY TREASURER	158,942.59		
00458742	SPOKANE POLICE CHAPLAINCY	8,750.00		
00458743	SPOKANE PUBLIC FACILITIES	141,382.80		
00458744	SPOKANE REGIONAL CLEAN AIR	51,501.09		
00458745	SPOKESMAN-REVIEW	312.00		
00458746	STUDIO CASCADE INC	675.00		
00458747	LARRY TANGEN	1,535.50		
00458748	THOMSON WEST	5,454.59		
00458749	TRI STATES REBAR INC	585.89		
00458750	TWISTED PAIR ENTERPRISES LLC	65.22		
00458751	T-MOBILE	684.44		
00458752	UNITED WAY	2,291.65		
00458753	US BANK OR CITY TREASURER	1,134,038.73		
00458754	US DEPT OF EDUCATION	92.52		
00458755	VERIZON WIRELESS BELLEVUE	4,993.42		
00458756	WA GET PROGRAM	2,283.00		
00458757	DEPT OF LABOR & INDUSTRIES	328.53		
00458758	WA STATE DEPT OF LICENSING	127.15		
00458759	WA STATE DEPT OF CORRECTIONS	2,928.00		
00458760	WA STATE SUPPORT REGISTRY OR	16,666.84		
00458761	NORTHWEST PUBLIC EMPLOYEES	674.83		
00458762	JUNE WALLACE	735.11		
00458763	WASHINGTON LEOFF	264,832.99		
00458764	WASHINGTON VIOLENT CRIMES	500.00		
00458765	WESTERN STATES EQUIPMENT CO	2,722.94		
00458766	WHITWORTH WATER DISTRICT NO	65.13		
00458767	XO COMMUNICATIONS INC	465.20		
00458768	SAGEVIEW CONSULTING GROUP, L			
00458774	A TO Z RENTALS	12.48		
00458775	ACTION APPAREL	199.79		
00458776	ALSCO FENCE/DIV OF WEPEO INC	921.02		
00458777	AMERICAN BUILDING MAINTENANC	1,323.65		
00458778	NORTHWEST INDUSTRIAL SERVICE	184.80		
00458779	AMSAN CUSTODIAL SUPPLY	227.05		
00458780	ARROW CONSTRUCTION SUPPLY IN	425.07		
00458781	AVISTA UTILITIES	17.21		
00458782	BATTERY SYSTEMS INC	6.68		
00458783	BECHERINI SCALE CENTER INC	542.66		
00458784	BELLEVUE PAINT	513.70		
00458785	BLACKS INDUSTRIAL INC	71.02		
00458786	CPM DEVELOPMENT CORP DBA	664.94		
00458787	CITY GLASS	945.71		
00458788	COMMUNITY FRAMEWORKS	47,528.99		
00458789	EAGLE INTERMODAL SVCS	98.70		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00458790	EAST CENTRAL COMMUNITY	10,950.00		
00458791	EMPIRE BOLT AND SCREW INC	52.86		
00458792	EMPIREWEST INC	262.05		
00458793	FASTENERS INC	464.20		
00458794	FESSCO FLEET & MARINE INC	370.86		
00458795	FLEET PAINTING INC	16,799.04		
00458796	FREEDOM TRUCK CENTERS INC	1,536.68		
00458797	GENERAL TOOL & SUPPLY CO	74.35		
00458798	GUNARAMA WHOLESALE INC	1,748.82		
00458799	H D FOWLER COMPANY	259.91		
00458800	H D SUPPLY WATERWORKS LTD	6,108.94		
00458801	HYDRAFLO INC	311.40		
00458802	INLAND EMPIRE RESIDENTIAL	15,000.00		
00458803	INLAND ENVIRONMENTAL RESOURC	19,537.96		
00458804	JOHNSON CONTROLS INC	1,092.55		
00458805	KEMIRA WATER SOLUTIONS INC	21,473.46		
00458806	KENWORTH SALES-SPOKANE	7,515.12		
00458807	KIEMLE & HAGOOD COMPANY	154,976.42		
00458808	KIEMLE & HAGOOD COMPANY	179.36		
00458809	KIEMLE & HAGOOD COMPANY	303.77		
00458810	KROESEN'S INC	92.91		
00458811	LONG ISLAND PRODUCTIONS INC	1,932.15		
00458812	LOWE'S COMPANIES INC	92.88		
00458813	MAINTENANCE SOLUTIONS INC	510.37		
00458814	MCKINSTRY CO LLC	284.10		
00458815	MID MOUNTAIN MACHINERY INC	1,405.83		
00458816	MOTION AUTO SUPPLY	404.15		
00458817	MOTORCYCLE SERVICE SUPPLY IN	32.56		
00458818	MUNICIPAL SUPPLY COMPANY	6,096.98		
00458819	NAPA AUTO PARTS	114.64		
00458820	NEPTUNE TECHNOLOGY GROUP INC	88,228.34		
00458821	NORTHEAST WASHINGTON ESD 101	4,500.00		
00458822	NORCO INC	4.89		
00458823	NW BUSINESS STAMP INC	22.72		
00458824	OWEN EQUIPMENT CO	629.12		
00458825	OXARC INC	281.27		
00458826	PACIFIC POWER PRODUCTS	2,104.06		
00458827	PACIFIC MOBILE STRUCTURES IN	103.73		
00458828	PARKEON INC	1,191.50		
00458829	POLYDYNE INC	43,025.00		
00458830	PORTLAND PRINTER PLACE INC	1,413.10		
00458831	DUANE E MATTISON	54.36		
00458832	PRO RECYCLE LLC	1,186.29		
00458833	RENT-RITE EQUIPMENT	1,819.64		
00458834	RESOURCEFUL BAG & TAG INC	3,042.30		
00458835	SAVEMORE BUILDING SUPPLY/DIV	798.06		
00458836	SIGNS FOR SUCCESS INC	773.90		
00458837	SIMPLEXGRINNELL LP	335.88		
00458838	SIX ROBBLEES INC	2,170.83		
00458839	SIX STATES DISTRIBUTORS INC	76.86		
00458840	SPOKANE NEIGHBORHOOD ACTION	5,967.50		
00458841	SPECIAL ASPHALT PRODUCTS	2,206.09		
00458842	SPOKANE APPRAISAL SERVICE	105.00		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00458843	SPOKANE CITY TREASURER	77.65		
00458844	SPOKANE COUNTY TITLE CO	5,326.30		
00458845	SPOKANE HOUSE OF HOSE INC	373.97		
00458846	SPOKANE REGIONAL CLEAN AIR	700.00		
00458847	STATEWIDE RENT-A-FENCE INC	76.30		
00458848	BRAD L WHITE	222.92		
00458849	TACOMA SCREW PRODUCTS INC	175.85		
00458850	TAYLOR ENGINEERING INC	110.00		
00458851	THERMO KING NORTHWEST	4,405.29		
00458852	TIRE DISTRIBUTION SYSTEMS IN	11,736.16		
00458853	TITAN TRUCK EQUIPMENT	64.63		
00458854	W W GRAINGER INC	2,152.31		
00458855	WA STATE DEPT OF INFORMATION	303.29		
00458856	VICTOR JOHN GIAMPIETRI	85.53		
00458857	WA STATE DEPT OF AGRICULTURE	33.00		
00458858	WALTER E NELSON CO	94.79		
00458859	WATSON BOWMAN ACME CORP	22,240.89		
00458860	WATSON PAINT AND BODY WORKS	146.75		
00458861	WESTERN CONCRETE PRODUCTS	1,842.47		
00458862	WESTERN REFUSE & RECYCLING	775.02		
00458863	WILDROSE GRAPHICS LTD/	34.78		
00458864	WSF LLC	38,419.51		
00458865	RANDY ENGLE	1,200.00		
00458866	ZEE MEDICAL INC	88.75		
00458867	AMERICAN LIBRARY ASSN		69.50	
00458868	AT&T MOBILITY		104.01	
00458869	AUDIO EDITIONS		871.17	
00458870	AVISTA UTILITIES		1,931.54	
00458871	BAKER & TAYLOR BOOKS		3,778.69	
00458872	CLEAR CUT PLASTICS INC		94.30	
00458873	ELECTRONIC HANDBOOK PUBLISHE		110.55	
00458874	ENVIRONMENTAL FINANCIAL		26.42	
00458875	FOUNDATION CENTER		995.00	
00458876	GALE		101.38	
00458877	GOODWILL INDUSTRIES OF THE		1,401.60	
00458878	CITY DIRECTORIES		7,404.00	
00458879	LOWE'S BUSINESS ACCT		8.83	
00458880	MCPC INC/MIAMI COMPUTER		78.45	
00458881	MIDWEST TAPE		4,942.77	
00458882	NW MAILING INC		163.04	
00458883	NW PROTECTIVE SERVICE INC		52.50	
00458884	NW PROTECTIVE SERVICE INC		3,480.06	
00458885	OCLC INC		3,045.57	
00458886	OFFICEMAX INC/A BOISE COMPAN		455.89	
00458887	OVERDRIVE INC		217.15	
00458888	OVERHEAD DOOR CO OF SPOKANE		161.97	
00458889	PROQUEST LLC		4,964.29	
00458890	RAINBOW ELECTRIC INC		230.99	
00458891	RECORDED BOOKS INC		324.39	
00458892	SPOKANE CITY TREASURER		200.00	
00458893	STATE INDUSTRIAL PRODUCTS CO		1,627.45	
00458894	UNIQUE MANAGEMENT SERVICES I		948.70	
00458895	WA STATE PATROL		40.00	

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 8

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00458896	WORLD BOOK INC		2,670.76	
00458897	ADAMS TRACTOR CO INC			2,645.37
00458898	ADD A LAWN QUALITY			4,049.78
00458899	CIRCLE M CONSTRUCTION &			717.42
00458900	STEVE CONNER			184.79
00458901	CONSOLIDATED ELECTRICAL			734.89
00458902	COPIERS NORTHWEST INC			281.27
00458903	CORBIN SENIOR ACTIVITY CENTE			2,414.62
00458904	DIVCO INC			3,261.00
00458905	DIVCO INC			431.54
00458906	ENVIRONMENT CONTROL OF SPOKA			1,165.00
00458907	GIANT SCREEN SPORTS LLC			345.09
00458908	IMAX SYSTEMS CORPORATION			736.74
00458909	JOHNSTONE SUPPLY			688.03
00458910	K2 COMMUNICATIONS			147.60
00458911	MOUNTAIN BROADCASTING LLC			1,170.00
00458912	LABAR ARCHITECTURE INC			4,700.00
00458913	LOOMIS ARMORED US INC			69.60
00458914	NORCO INC			11.12
00458915	POWER CITY ELECTRIC INC			1,068.21
00458916	RIVER PARK SQUARE LLC			1,000.00
00458917	ROEN ASSOCIATES			3,082.28
00458918	SECURITAS SECURITY SERVICES			233.10
00458919	JERRY M SHOGAN AIA			100.00
00458920	SIMPLOT PARTNERS			952.21
00458921	SINTO SENIOR CENTER			559.00
00458922	SOCCER TOTS INC			171.96
00458923	SPOKANE SCHOOL DISTRICT 81			15.00
00458924	SUKIYA LIVING MAGAZINE			150.00
00458925	SYSKO FOOD SERVICES INC			662.11
00458926	WESTERN EQUIPMENT DISTRIBUTO			286.74
00458927	WILBUR ELLIS COMPANY			2,867.34
00458928	WILDROSE GRAPHICS LTD/			404.20
00458929	WILEY WATERS LLC			325.00
00458930	AARON ZEUTSCHEL			2,500.10
00458931	ABADAN REPROGRAPHICS	1,196.51		
00458932	ACT INC	2,655.50		
00458933	ACTION APPAREL	397.23		
00458934	AG ENTERPRISE SUPPLY INC	58.62		
00458935	ATLAS BOILER AND EQUIPMENT C	886.34		
00458936	AVISTA UTILITIES	28,245.28		
00458937	BATTERY SYSTEMS INC	250.90		
00458938	BAYTREE LEASING COMPANY LLC	664.29		
00458939	BECKER BUICK-GMC INC	187.72		
00458940	BLUMENTHAL UNIFORMS & EQUIP	1,652.67		
00458941	C & B UPHOLSTERY INC	103.26		
00458942	CPM DEVELOPMENT CORP DBA	1,433.76		
00458943	CENTURYLINK	103.70		
00458944	BANK OF AMERICA LOCKBOX	10,997.20		
00458945	CLYDE/WEST INC	57.69		
00458946	COAST CRANE COMPANY	2,501.84		
00458947	COLUMBIA BASIN COLLEGE	30,177.33		
00458948	COMMUNITY COLLEGES OF SPOKAN	50.97		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 9

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00458949	CONNELL OIL, INC	5,949.11		
00458950	CONSOLIDATED SUPPLY CO	1,061.51		
00458951	FACTORY MOTOR PARTS CO	269.37		
00458952	FASTENERS INC	54.33		
00458953	FREEDOM TRUCK CENTERS INC	5,428.75		
00458954	G C SYSTEMS INC	144.30		
00458955	GALLS AN ARAMARK COMPANY	2,175.83		
00458956	GENERAL FIRE APPARATUS CO IN	400.00		
00458957	H D FOWLER COMPANY	11,787.43		
00458958	HI-LINE ELECTRIC CO	516.48		
00458959	CRAMBLIT INC	3,974.07		
00458960	ICON CORPORATION	5,795.89		
00458961	INDUSTRIAL COMMERCIAL SERVIC	1,126.84		
00458962	JEANIE M A V KENT	3,059.36		
00458963	K & M UNIBODY WORKS	969.60		
00458964	LAWTON PRINTING INC	11.74		
00458965	RICOH USA INC	497.42		
00458966	SOUTH CENTRAL WORKFORCE	333.07		
00458967	MARK SERBOUSEK	47.50		
00458968	STEPHANIE A SMITH	1,449.02		
00458969	SWEITZER COMPANY INC	3,250.00		
00458970	VERIZON WIRELESS BELLEVUE	17,161.01		
00458971	XO COMMUNICATIONS INC	922.22		
00458972	ZIPLINE COMMUNICATIONS INC	4,400.00		
00458978	AUBLE JOLICOEUR AND GENTRY	5,000.00		
00458979	O'REILLY AUTOMOTIVE STORES I	346.50		
00458980	MCKINSTRY CO LLC	2,956.03		
00458981	MODERN MACHINERY CO INC	5,230.25		
00458982	MOTION AUTO SUPPLY	677.22		
00458983	NAPA AUTO PARTS	1,081.76		
00458984	NORCO INC	393.45		
00458985	ORBIS CORPORATION	6,956.80		
00458986	OXARC INC	2,320.34		
00458987	PACIFIC PRODUCTS & SERVICES	339.40		
00458988	PRO RECYCLE LLC	8,678.14		
00458989	ROTO-ROOTER/DIV OF	165.77		
00458990	ROUSE'S TOWING & RECOVERY IN	52.09		
00458991	SCHETKY NW SALES INC	41.11		
00458992	SETINA MANUFACTURING INC	392.18		
00458993	SIGNS NOW	2,070.09		
00458994	SIX ROBBLEES INC	1,013.85		
00458995	SME SOLUTIONS	2,735.13		
00458996	SPECIAL ASPHALT PRODUCTS	7,512.74		
00458997	SPOKANE COUNTY FACILITIES	231.93		
00458998	SPOKANE HOUSE OF HOSE INC	1,086.28		
00458999	SPOKANE PUMP INC	242.31		
00459000	SPRAY CENTER ELECTRONICS INC	786.81		
00459001	BRAD L WHITE	1,825.38		
00459002	ROBERT SWAN	2,155.96		
00459003	TESSCO INCORPORATED	140.01		
00459004	TIPKE MANUFACTURING	668.84		
00459005	TIRE DISTRIBUTION SYSTEMS IN	6,627.25		
00459006	TITAN TRUCK EQUIPMENT	423.98		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 10

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459007	UNIFIRE POWER BLOWERS INC	2,067.48		
00459008	UNITED LABORATORIES INC	583.90		
00459009	US MICRO PC INC	875.04		
00459010	W W GRAINGER INC	1,740.85		
00459011	WATSON PAINT AND BODY WORKS	1,199.40		
00459012	WENDLE FORD NISSAN ISUZU	73.18		
00459013	WESTERN STATES EQUIPMENT CO	2,485.90		
00459014	WHITE BEAR WEST INC	893.15		
00459015	ANDERSON, RUSSELL D			319.70
00459016	AT & T MOBILITY			9.64
00459017	PATRICIA BARTELL			283.50
00459018	CENTURYLINK			45.21
00459019	JOAN FRANCINE MAGNELLI			730.23
00459020	JIM'S HOME BREW INC			100.00
00459021	DALE F LARSEN			103.23
00459022	RUTH MICHAELIS			300.00
00459023	PARK DEPT IMPREST FUND			256.72
00459024	TAMMY PLUMMER			75.00
00459025	SUSAN C SNIDER			45.00
00459026	VERIZON WIRELESS BELLEVUE			571.30
00459027	WA STATE PATROL			130.00
00459028	XO COMMUNICATIONS INC			49.52
00459068	YOUR PROBLEM SOLVED INC	3,549.00		
00459069	BLC-PARK PLACE LLC	6,586.00		
00459070	COLONIAL COURT SPOKANE INC	5,747.00		
00459071	DEPARTMENT OF COMMERCE	50.00		
00459072	STEVEN DAVIS	28.97		
00459073	FAIRWINDS SPOKANE LLC	11,541.50		
00459074	FAMILY HOME CARE CORP	7,081.88		
00459075	HABERMAN HEARING AID SERVICE	30.00		
00459076	SYDNEY JOHNSON	166.66		
00459077	LIFELINE SYSTEMS CO	86.17		
00459078	FLOYD LOCKIE	1,988.65		
00459079	NORTHPOINTE MSL LLC	5,439.00		
00459080	NW HEALTH SYSTEMS INC	463.77		
00459081	DALLAS PALMER	62.91		
00459082	PRECIOUS CARGO WASHINGTON IN	60.50		
00459083	VICTOR L MILLER	436.84		
00459084	FAITH & SPIRIT INC	4,277.50		
00459085	RIVERVIEW CARE CENTER	18,260.00		
00459086	ROSAUER'S PHARMACY	461.19		
00459087	ROSEWOOD ALF, LLC	12,033.29		
00459088	ALBERT W SCHABER	124.19		
00459089	SPECIALTY TRANSPORT LLC	226.50		
00459090	SPOKANE EAR NOSE & THROAT	3,200.00		
00459091	ACRANET CBS BRANCH/DIV OF	208.00		
00459092	ALT29 DESIGN GROUP INC	4,110.00		
00459093	NORTHWEST INDUSTRIAL SERVICE	797.34		
00459094	ANDERSON ENVIRONMENTAL	197,458.75		
00459095	ASSETWORKS	18,950.76		
00459096	BANK OF AMERICA	20,009.92		
00459097	BUDINGER & ASSOCIATES INC	50,844.53		
00459098	CARTER LAW GROUP PC	2,500.00		

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 11

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459099	COMCAST	267.80		
00459100	CONNECT NORTHWEST	2,800.00		
00459101	COPIERS NORTHWEST INC	191.32		
00459102	DB SECURE SHRED LLC	994.92		
00459103	DESIGNER DECAL INC	7,453.47		
00459104	HOWARD G HALCOMB	350.00		
00459105	EXAMINETICS INC	5,875.00		
00459106	FIKES NORTHWEST INC/DIV OF	432.97		
00459107	GOODWILL INDUSTRIES OF THE	3,541.48		
00459108	GRCC / BAT	42.00		
00459109	GREATER SPOKANE INC	3,000.00		
00459110	LINCOLN CENTER SPOKANE LLC	1,297.53		
00459111	NATIONAL TRUST FOR HISTORIC	4,000.00		
00459112	ORBITCOM INC	2,871.37		
00459113	PITNEY BOWES GLOBAL FINANCIA	3,330.57		
00459114	SPOKANE COUNTY TREASURER	796,207.43		
00459115	SPOKANE COUNTY SHERIFF	6,420.70		
00459116	SPOKANE COUNTY JAIL	493,474.00		
00459117	SPOKANE COUNTY INFO SYSTEMS	8,762.39		
00459118	SPOKANE COUNTY REG EMERG COM	9,322.50		
00459119	SPOKANE FIRE DEPARTMENT	110.54		
00459120	SPOKANE POLICE DEPARTMENT	391.28		
00459121	SPOKANIMAL C A R E	61,024.45		
00459122	TRIBRIDGE HOLDINGS LLC	9,805.00		
00459123	WA STATE DEPT OF HEALTH	2,436.00		
00459124	COPIERS NORTHWEST INC			301.07
00459125	MID CITY CONCERNS INC			1,543.75
00459126	OXARC INC			3,038.51
00459127	SKYHAWKS SPORTS ACADEMY INC			1,291.00
00459128	SPOKANE COUNTY SHERIFF			789.98
00459129	SPOKANE COUNTY SHERIFF			403.87
00459130	SPOKANE COUNTY SHERIFF			2,746.63
00459131	SPOKANE COUNTY SHERIFF			1,982.63
00459132	WALKER CONSTRUCTION INC			68,059.35
00459134	DB SECURE SHRED LLC			
00459135	A W REHN & ASSOCIATES	264.00		
00459136	AHBL INC	14,560.00		
00459137	ALL SERVICE WEST TOWING	70.65		
00459138	ROBERT EARL ALFORD	70.65		
00459139	ALSCO, DIVISION OF ALSCO INC	1,380.43		
00459140	AMERICAN TRAFFIC SOLUTIONS I	56,044.86		
00459141	ARAMARK UNIFORM SERVICES	2,340.12		
00459142	ARTISTIC TOWING	70.65		
00459143	AVISTA CORPORATION	1,737.24		
00459144	AVISTA UTILITIES	15,618.79		
00459145	BARR-TECH LLC	247,073.32		
00459146	KENT WALES	949.02		
00459147	BLUMENTHAL UNIFORMS & EQUIP	1,919.53		
00459148	BROADWAY TRUCK STOP/DIV OF	90.75		
00459149	CENTURYLINK	425.10		
00459150	CINTAS CORPORATION NO 3	8,445.53		
00459151	CITY OF SPOKANE VALLEY	20,646.81		
00459152	COMMUNITY DETOX SERVICES OF	7,332.00		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 12

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459153	COPIERS NORTHWEST INC	981.26		
00459154	WATERCO OF THE PACIFIC NORTH	145.64		
00459155	DB SECURE SHRED LLC	44.78		
00459156	DESAUTEL HEGE COMMUNICATIONS	6,387.83		
00459157	DESIGN SPACE MODULAR BUILDIN	280.08		
00459158	DESIGNER DECAL INC	3,699.56		
00459159	FRANK DICKENS	104.90		
00459160	MICHAEL D DONAHOE	503.40		
00459161	DOWNTOWN SPOKANE PARTNERSHIP	8,195.68		
00459162	EPIC LAND SOLUTIONS INC	17,188.89		
00459163	FIKES NORTHWEST INC/DIV OF	24.74		
00459164	WILLIAM R FORBES	347.90		
00459165	JOHN FOSTER dba	1,080.00		
00459166	GEOFFREY D GLENN	240.54		
00459167	GOODWILL INDUSTRIES OF THE	8,112.11		
00459168	GREATER SPOKANE INC	20,929.20		
00459169	GREGORY CARMICHAEL INTERIOR	340.00		
00459170	GUARDSMARK LLC	78.52		
00459171	ADAM HEATON	190.23		
00459172	THOMAS W HECKLER	347.90		
00459173	HUMANIX HUMAN RESOURCE	436.62		
00459174	INT'L TRADE ALLIANCE	12,512.50		
00459175	JACK R KRELL	346.20		
00459176	JAMES A SEWELL & ASSOCIATES	655.00		
00459177	JRM ENTERPRISES INC	1,809.50		
00459178	KODIAK SECURITY SERVICES INC	1,302.40		
00459179	KSPS TV	1,191.66		
00459180	LANGUAGE LINE SERVICES	10.86		
00459181	R U HUNGRY LLC	38.00		
00459182	SMOKIN ROMES	45.00		
00459183	CONNIE & RICK LEWELLYN	21.13		
00459184	LIANA ONLEY	347.12		
00459185	STEPHEN & CAROLYN MOORE	1,441.59		
00459186	RICHARD WALL TRUST ACCOUNT	98.00		
00459187	AUTOMATED ACCOUNTS INC	841.50		
00459188	SMOKIN ROMES	90.00		
00459189	PATTI MCKERRICHER	47.67		
00459190	A J J PROPERTY MANAGEMENT	28.14		
00459191	LISA M RIDDLE	90.92		
00459192	SARAH MARSHALL	536.27		
00459193	LINCOLN CENTER SPOKANE LLC	113.52		
00459194	LOOMIS ARMORED US INC	633.47		
00459195	LSB CONSULTING ENGINEERS PLL	4,541.85		
00459196	JENNY TUPPER MOOMAW	237.50		
00459197	NELSON'S TOWING AND REPAIR/	141.32		
00459198	NORTHWEST VITAL RECORDS	4,504.37		
00459199	RONALD M OVNICEK	299.70		
00459200	BETTY PETERS	10.82		
00459201	PITNEY BOWES INC	1,044.00		
00459202	PITNEY BOWES RESERVE ACCOUNT	45,000.00		
00459203	SCOTT P POTTER	85.00		
00459204	QUALITY COUNTS LLC	15,255.00		
00459205	RICOH USA INC	975.16		



REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 13

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459206	RICOH USA INC	183.69		
00459207	LAWRENCE SCALERO	566.40		
00459208	BRYAN W SCHERTZ	170.79		
00459209	RACHEL SCHOONOVER	14.49		
00459210	SCOTT STEPHENS OR	3,235.00		
00459211	GRIGORY N SENCHENKO	75.00		
00459212	MICHAEL N SHIELDS	314.70		
00459213	STEPHANIE A SMITH	1,559.70		
00459214	SOLID WASTE MANAGEMENT IMPRE	43.52		
00459215	SPOKANE CITY TREASURER	3,182.31		
00459216	SPOKANE CITY TREASURER	65.00		
00459217	SPOKANE CITY TREASURER	310.71		
00459218	SPOKANE CITY TREASURER	229.15		
00459219	SPOKANE CITY TREASURER	2,253.00		
00459220	SPOKANE COUNTY AUDITOR	1,191.00		
00459221	SPOKANE COUNTY SHERIFF	5,439.89		
00459222	SPOKANE COUNTY INFO SYSTEMS	150.00		
00459223	SPOKANE INT'L AIRPORT	1,066.32		
00459224	SPOKANE MUNICIPAL COURT	710.07		
00459225	SPOKANE REGIONAL HEALTH DIST	11,310.00		
00459226	SPOKANE TRANSIT AUTHORITY	4,752.65		
00459227	COWLES PUBLISHING	1,281.66		
00459228	COWLES PUBLISHING	978.78		
00459229	COWLES PUBLISHING	243.96		
00459230	COWLES PUBLISHING	89.68		
00459231	COWLES PUBLISHING	66.56		
00459232	COWLES PUBLISHING	102.94		
00459233	CHRISTOPHER LEE SPURLOCK	85.00		
00459234	ST ANN PARISH	350.00		
00459235	ST JOSEPH COUNSELING CENTER/	895.00		
00459236	STAMATOPLOS, CARLA L	186.85		
00459237	TRACEY A STAAB	41.57		
00459238	STRATEGIES 360 INC	8,387.09		
00459239	MARC PRESTON TAYLOR	663.35		
00459240	THOMAS DEAN & HOSKINS INC	7,614.09		
00459241	THOMSON WEST	9,583.72		
00459242	TORRE REFUSE & RECYCLING DBA	2,891.95		
00459243	ROBERT B TURNER	259.74		
00459244	US POSTMASTER	100.00		
00459245	VALLEY MEALS ON WHEELS	848.10		
00459246	VAN NESS FELDMAN	1,842.50		
00459247	VERIZON WIRELESS BELLEVUE	139.02		
00459248	WA ASSN OF SHERIFFS & POLICE	151,632.75		
00459249	WA STATE DEPT OF ECOLOGY	677.75		
00459250	WA STATE DEPT OF REVENUE	262.50		
00459251	WA STATE FIRST AID	1,450.00		
00459252	XO COMMUNICATIONS INC	571.89		
00459253	WA STATE DEPT OF REVENUE		140.41	
00459254	CLEAR CHANNEL BROADCASTING I			2,508.00
00459255	COMCAST SPOTLIGHT			1,850.00
00459256	FAIRCHILD AIR FORCE BASE			400.00
00459257	INLAND POWER & LIGHT CO			220.65
00459258	KREM.COM			1,000.00

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 14

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459259	THE LAMAR COMPANIES/DIV OF			900.00
00459260	OXARC INC			4.89
00459261	PACIFIC NW INLANDER/DIV OF			2,376.00
00459262	SPOKESMAN-REVIEW			36.00
00459263	WA STATE DEPT OF REVENUE			6,662.39
00459264	WASTE MANAGEMENT OF WA DBA			35.39
00459266	ADLERHORST INTERNATIONAL INC	10,120.87		
00459267	AG ENTERPRISE SUPPLY INC	913.08		
00459268	ALLIED ENVELOPE	194.31		
00459269	ALSCO FENCE/DIV OF WEPEO INC	1,398.82		
00459270	AMERICAN WEST CHROME INC	744.60		
00459271	APPLIED SOLUTIONS LLC	916.20		
00459272	ARCAS TECHNOLOGY INC	189.99		
00459273	ASSETWORKS	1,065.26		
00459274	ATLAS BOILER AND EQUIPMENT C	233.63		
00459275	BATTERY SYSTEMS INC	5,202.24		
00459276	BENEFICIAL IN HOME CARE INC	2,553.00		
00459277	BLUMENTHAL UNIFORMS & EQUIP	403.66		
00459278	C & B UPHOLSTERY INC	78.80		
00459279	CITY GLASS	320.67		
00459280	CONTROL SOLUTIONS NW INC	641.33		
00459281	CUMMINS NORTHWEST LLC	293.44		
00459282	D & W SUPPLIES INC	197.92		
00459283	EMERALD SERVICES INC	2,455.49		
00459284	FACTORY MOTOR PARTS CO	342.47		
00459285	FASTENERS INC	460.85		
00459286	O'REILLY AUTOMOTIVE STORES I	250.52		
00459287	FREEDOM TRUCK CENTERS INC	1,488.87		
00459288	GARY'S DOOR SERVICE	1,479.64		
00459289	GENERAL FIRE APPARATUS CO IN	515.24		
00459290	GREAT FLOORS INC	682.64		
00459291	GREAT WESTERN INK INC	287.62		
00459292	H D FOWLER COMPANY	945.70		
00459293	H D SUPPLY WATERWORKS LTD	1,232.65		
00459294	HAIGHT BROTHERS INC	107.29		
00459295	CRAMLIT INC	1,172.09		
00459296	IBM CORP	19,425.78		
00459297	ICON CORPORATION	641.33		
00459298	INLAND PACIFIC HOSE & FITTIN	1,076.34		
00459299	J & A BODY AND FENDER	2,340.53		
00459300	J & K CONCRETE INC	4,619.75		
00459301	KEMIRA WATER SOLUTIONS INC	27,155.16		
00459302	KENWORTH SALES-SPOKANE	13,156.58		
00459303	LOOP 23 LLC	918.74		
00459304	JACK NEUMILLER	29.97		
00459305	SPOKANE CITY TREASURER OR	311,198.46		
00459306	AUDIO EDITIONS		502.95	
00459307	BAKER & TAYLOR BOOKS		6,449.16	
00459308	CENTER POINT PUBLISHING INC		85.08	
00459309	GALE		1,071.51	
00459310	GREY HOUSE PUBLISHING		433.05	
00459311	INGRAM LIBRARY SERVICES INC		1,364.66	
00459312	MIDWEST TAPE		1,650.45	

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 15

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459313	OVERDRIVE INC		811.09	
00459314	AVISTA UTILITIES			69,529.69
00459315	ANDERSON, MEGHAN			48.00
00459316	BW PLUS PEPPERTREE AIRPORT I			639.45
00459317	CROW, ROB			260.48
00459318	HAMPTON INN SPOKANE AIRPORT			91.35
00459319	SPOKANE PRESERVATION ADVOCAT			50.00
00459320	TRAVELODGE			426.30
00459321	MOUNTAIN BROADCASTING LLC			180.00
00459322	PACIFIC NW INLANDER/DIV OF			594.00
00459323	ABADAN REPROGRAPHICS	227.57		
00459324	ADAMS TRACTOR CO INC	451.56		
00459325	ROBERT EARL ALFORD	70.65		
00459326	AMERICAN WATER WORKS ASSN	120.00		
00459327	AVISTA CORPORATION	32.46		
00459328	AVISTA UTILITIES	421,551.60		
00459329	BANNER FURNACE & FUEL	4,123.69		
00459330	BUDINGER & ASSOCIATES INC	562.14		
00459331	CENTURYLINK	401.93		
00459332	COOK SECURITY GROUP	65.22		
00459333	COPIERS NORTHWEST INC	178.93		
00459334	THE ENGRAVER INC	67.39		
00459335	THE FIG TREE/SPOKANE	108.00		
00459336	SEAN W GARMAN MD	30.95		
00459337	NW BUSINESS PRESS INC	2,155.00		
00459338	GROUP W MARKETING INC	435.00		
00459339	LARRY H MILLER TOYOTA LEXIS	3,283.30		
00459340	LEXIS-NEXIS RISK & ANALYTICS	19.24		
00459341	LINN'S SERVICE & REMODEL INC	943.24		
00459342	MCCLINTOCK & TURK INC	599.46		
00459343	MCKINSTRY CO LLC	4,734.67		
00459344	MORAN FENCE INC	1,062.62		
00459345	MOTION AUTO SUPPLY	1,144.60		
00459346	NAPA AUTO PARTS	1,320.24		
00459347	NEXTEL COMMUNICATIONS	2,853.15		
00459348	NM-COIN LLC	1,543.54		
00459349	NORDIC TARPS MFG	201.10		
00459350	NORTH SPOKANE IRRIGATION	23.00		
00459351	NORTHSHORE MFG INC	23.64		
00459352	NORTHWEST RADIATOR	69.30		
00459353	NW TOWING/SUPERIOR TOWING	196.75		
00459354	OTTO ENVIRONMENTAL SYSTEMS L	38,924.59		
00459355	OWEN EQUIPMENT CO	177.24		
00459356	OXARC INC	435.15		
00459357	PACIFIC POWER PRODUCTS	5,470.17		
00459358	PAML	153.90		
00459359	PAPE MATERIAL HANDLING	62.17		
00459360	PAPE' MACHINERY INC	1,306.13		
00459361	PERSONNEL EVALUATIONS INC	120.00		
00459362	POHL SPRING WORKS INC	3,723.39		
00459363	DUANE E MATTISON	216.38		
00459364	PROFESSIONAL CRANE INSPECTIO	863.38		
00459365	PROFORMA	3,879.92		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 16

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459366	PROJECT JOY	35.00		
00459367	PUGET SOUND BUSINESS JOURNAL	950.00		
00459368	R 'N R RV CENTER	1,794.62		
00459369	REBUILDING & HARDFACING INC	14,552.21		
00459370	ROADWISE INC	133,006.21		
00459371	HUGH P SAUNDERS	85.00		
00459372	SIEMENS WATER TECHNOLOGIES	1,539.19		
00459373	SIX ROBBLEES INC	3,052.12		
00459374	SPOKANE CITY TREASURER	9,947.76		
00459375	SPOKANE COUNTY SHERIFF	10,036.50		
00459376	SPOKANE COUNTY COMMUNICATION	595.03		
00459377	SPOKANE EXERCISE EQUIPMENT	163.05		
00459378	SPOKANE HOUSE OF HOSE INC	1,239.98		
00459379	SPOKANE PRO CARE INC	336.97		
00459380	ST JOHN HARDWARE & IMPLEMENT	1,721.98		
00459381	STANDARD REGISTER CO	2,673.24		
00459382	BRAD L WHITE	528.01		
00459383	SVL ANALYTICAL INC	157.50		
00459384	SYNNEX CORPORATION	50,800.00		
00459385	TACOMA SCREW PRODUCTS INC	629.66		
00459386	TESSCO INCORPORATED	1,021.65		
00459387	THERMO KING NORTHWEST	260.07		
00459388	TIRE DISTRIBUTION SYSTEMS IN	1,115.11		
00459389	TITAN TRUCK EQUIPMENT	1,305.51		
00459390	TOBY'S BODY & FENDER INC	603.18		
00459391	UNIFIRE POWER BLOWERS INC	40.98		
00459392	VERIZON WIRELESS BELLEVUE	1,454.41		
00459393	W W GRAINGER INC	1,167.13		
00459394	WA STATE DEPT/TRANSPORTATION	394.60		
00459395	WA STATE DEPT OF LICENSING	1,371.00		
00459396	WA STATE DEPT OF INFORMATION	320.12		
00459397	WA STATE DEPT OF LICENSING	30.00		
00459398	WA STATE DEPT OF CORRECTIONS	100.00		
00459399	WA STATE DEPT OF AGRICULTURE	99.00		
00459400	WA STATE PATROL	7,738.50		
00459401	WATSON PAINT AND BODY WORKS	391.44		
00459402	WESTCOAST WINDOW CLEANING IN	175.00		
00459403	WESTERN CONCRETE PRODUCTS	160.88		
00459404	WESTERN GLOVE INC	13.59		
00459405	WESTERN STATES EQUIPMENT CO	3,526.10		
00459406	WSF LLC	5,482.83		
00459407	ZEE MEDICAL INC	332.10		
00459408	ZONAR SYSTEMS LLC	136.98		
00459409	ROBERT EARL ALFORD	211.98		
00459410	ALT29 DESIGN GROUP INC	110.00		
00459411	ARGUS INTERGRATED SERVICES L	594.09		
00459412	ARGUS INTERGRATED SERVICES L	2,936.01		
00459413	ARGUS INTERGRATED SERVICES L	93.69		
00459414	AT&T MOBILITY	57.54		
00459415	AT&T MOBILITY	45.49		
00459416	AVISTA CORPORATION	4,656.85		
00459417	AVISTA UTILITIES	27,243.06		
00459418	A-1 SERVICE	630.00		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 17

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459419	A-1 SERVICE	645.00		
00459420	BIG SKY INDUSTRIAL/DIV OF	1,475.57		
00459421	DAVENPORT DISTRICT HOSPITALI	408.00		
00459422	BLUMENTHAL UNIFORMS & EQUIP	38.28		
00459423	BOYS & GIRLS CLUB OF SPOKANE	4,300.00		
00459424	ERIC BRAMEL	40.65		
00459425	CENTURYLINK	837.59		
00459426	CHEVRON USA INC	95.04		
00459427	CITY OF SPOKANE VALLEY	210.00		
00459428	COCHRAN INC	463.28		
00459429	COCHRAN INC	308.71		
00459430	COCHRAN INC	291.81		
00459431	COCHRAN INC	426.10		
00459432	COCHRAN INC	905.48		
00459433	COCHRAN INC	291.81		
00459434	COCHRAN INC	10,636.30		
00459435	COCHRAN INC	213.05		
00459436	COCHRAN INC	213.05		
00459437	COCHRAN INC	1,459.03		
00459438	COCHRAN INC	3,119.26		
00459439	COCHRAN INC	319.58		
00459440	COMMUNITY DEVELOPMENT DEPT	63.29		
00459441	COPIERS NORTHWEST INC	79.72		
00459442	ROSS JAMES DAVENPORT	85.00		
00459443	DAVID EVANS AND ASSOCIATES I	629.79		
00459444	DEX MEDIA WEST LLC	19.10		
00459445	EASTERN WASHINGTON ATTORNEY	50.00		
00459446	ENGENIOUS SYSTEMS INC	1,304.00		
00459447	EQUIFAX INFORMATION SERVICES	14.50		
00459448	FEDERAL EXPRESS CORP/DBA FED	621.18		
00459449	H2E INC	32,375.72		
00459450	H2E INC	10,406.85		
00459451	ICON CORPORATION	521.76		
00459452	CPM DEVELOPMENT CORP DBA	554,211.40		
00459453	INLAND POWER & LIGHT CO	114.25		
00459454	KIEMLE & HAGOOD COMPANY	7,961.85		
00459455	KIEMLE & HAGOOD COMPANY	15,702.75		
00459456	L & L CARGILE INC	224,680.37		
00459457	MICHELLE L DESPAIN	20.00		
00459458	WILLIAM D WORKMAN	40.00		
00459459	ERIN DIEDRICK	187.73		
00459460	TERRY TIMBARI	58.83		
00459461	COLDWELL BANKER REALTY	816.37		
00459462	FRANKLIN R SMITH	66.85		
00459463	SPOKANE COUNTY TITLE CO	250.00		
00459464	VAL PALMER	200.00		
00459465	ASPEN CONSTRUCTION GROUP	500.00		
00459466	GLENN WILLIAMS	12.29		
00459467	MICHAEL OCHOA	2.10		
00459468	PAUL MEISSNER	540.60		
00459469	MEYERS, E CHARLES JR	124.88		
00459470	NATIONAL SAFETY COUNCIL	55.00		
00459471	PARKMOBILE USA INC	59.85		

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 18

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459472	MIKE PENKUNIS	360.00		
00459473	PRO MECHANICAL SERVICES INC	453.39		
00459474	PRO MECHANICAL SERVICES INC	164.36		
00459475	RAMCO-MAINLAND LLC	5,000.00		
00459476	JERRY A RUMSEY	104.90		
00459477	SAVEMORE BUILDING SUPPLY/DIV	545.38		
00459478	SCOTT STEPHENS OR	2,711.00		
00459479	SECOND HARVEST FOOD BANK OF	1,344.00		
00459480	JERRY M SHOGAN AIA	2,000.00		
00459481	SPOKANE CITY TREASURER	3,760.91		
00459482	SPOKANE MUNICIPAL COURT	1,411.05		
00459483	SPOKANE POLICE CHAPLAINCY	175.53		
00459484	TORRE REFUSE & RECYCLING	153.39		
00459485	MARK TEAFORD	130.00		
00459486	THOMPSONS CHEVRON	34.77		
00459487	THYSSENKRUPP ELEVATOR CORP	202.18		
00459488	THYSSENKRUPP ELEVATOR CORP	1,304.41		
00459489	VERIZON WIRELESS BELLEVUE	240.10		
00459490	WANDERMERE CAR WASH PLAZA LL	124.00		
00459491	WASTE MANAGEMENT OF WA DBA	171.08		
00459492	TONI TAYLOR	714.00		
00459493	WESTCOAST WINDOW CLEANING IN	2,130.00		
00459494	WM WINKLER CO	17,751.37		
00459495	ALSCO, DIVISION OF ALSCO INC		99.42	
00459496	AVISTA UTILITIES		5,160.29	
00459497	BELLEVUE PAINT		32.21	
00459498	CARR SALES COMPANY		167.19	
00459499	COMPLETE OFFICE LLC		213.28	
00459500	CONTROL SOLUTIONS NW INC		2,104.12	
00459501	COSCO/DIV OF MARKING DEVICES		37.46	
00459502	GALLOWAY SNOW PLOWING/DIV		345.88	
00459503	GAYLORD BROS/DIV OF THE		517.65	
00459504	PRITCHARD, CHERYL A		124.98	
00459505	RAINBOW ELECTRIC INC		832.47	
00459506	JGD INC		738.00	
00459507	CEQUEL DATA CENTERS LLC		2,929.62	
00459508	W W GRAINGER INC		570.03	
00459509	WASHINGTON LIBRARY ASSN		264.00	
00459510	WING STOVES & MORE LLC		244.57	
00459535	CNA SURETY			
00459536	FEDEX			
00459537	RIVER PARK SQUARE LLC			
00459538	ACTION APPAREL	91.14		
00459539	ADVANCED PAGING &	2,124.50		
00459540	AFLAC/AMERICAN FAMILY LIFE	27,343.40		
00459541	ARROW CONSTRUCTION SUPPLY IN	474.63		
00459542	ATLAS BOILER AND EQUIPMENT C	951.34		
00459543	BATTERY SYSTEMS INC	3,605.58		
00459544	BEARING DISTRIBUROTRS INC	46.01		
00459545	BOUND TREE MEDICAL LLC	551.39		
00459546	BOYS & GIRLS CLUB OF SPOKANE	5,151.76		
00459547	BUD CLARY CHEVROLET JEEP EAG	30,594.80		
00459548	CATHOLIC HOUSING SERVICES -	6,742.49		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 19

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459549	CPM DEVELOPMENT CORP DBA	9,594.40		
00459550	CHILD SUPPORT SERVICES	612.50		
00459551	CINTAS CORPORATION NO 3	1,805.99		
00459552	CITY GLASS	538.07		
00459553	TRACY HULTQUIST	135.87		
00459554	CLIENT TRACK INC	6,026.33		
00459555	CLYDE/WEST INC	8,345.12		
00459556	COLUMBIA ELECTRIC SUPPLY/DIV	2,879.29		
00459557	COLUMBIA PAINT & COATINGS	714.16		
00459558	COMMUNITY HEALTH ASSOCIATION	6,666.67		
00459559	CONSOLIDATED ELECTRICAL	2,559.23		
00459560	CONSOLIDATED SUPPLY CO	2,637.77		
00459561	WATERCO OF THE PACIFIC NORTH	873.13		
00459562	DANIEL H BRUNNER, TRUSTEE	5,272.50		
00459563	DB SECURE SHRED LLC	89.56		
00459564	DAVID EVANS AND ASSOCIATES I	6,886.39		
00459565	DIVCO INC	339.08		
00459566	HOWARD G HALCOMB	197.50		
00459567	DTS DRIVERS TRAINING &	1,200.00		
00459568	EMPIRE BOLT AND SCREW INC	343.72		
00459569	EVERETT COMMUNITY COLLEGE	363.76		
00459570	FASTENAL CO	441.84		
00459571	FASTENERS INC	1,047.88		
00459572	FIKES NORTHWEST INC/DIV OF	61.79		
00459573	FISHER SCIENTIFIC	1,530.61		
00459574	FREEDOM TRUCK CENTERS INC	3,384.96		
00459575	FRONTIER BEHAVIORAL HEALTH	6,892.14		
00459576	GENERAL FIRE APPARATUS CO IN	2,451.19		
00459577	GENERAL REVENUE CORPORATION	230.80		
00459578	GOODWILL INDUSTRIES OF THE	6,931.53		
00459579	H D FOWLER COMPANY	12,182.78		
00459580	HACH COMPANY	2,302.85		
00459581	HORIZON DISTRIBUTORS	1,579.14		
00459582	HUMAN RESOURCES	2,055.00		
00459583	HYDRAFLO INC	143.60		
00459584	ICMA RETIREMENT TRUCT 457	396,688.82		
00459585	ICMA RETIREMENT TRUST 457 LO	26,654.14		
00459586	IDAHO STATE TAX COMMISSION	37.50		
00459587	ING LIFE INSURANCE & ANNUITY	57,567.46		
00459588	INLAND PACIFIC HOSE & FITTIN	216.41		
00459589	JP MORGAN CHASE OR			
00459590	JEANIE M A V KENT	5,219.59		
00459591	KENWORTH SALES-SPOKANE	9,968.39		
00459592	MARTIN LUTHER KING JR FAMILY	2,044.46		
00459593	MID MOUNTAIN MACHINERY INC	4,794.05		
00459594	MOTION AUTO SUPPLY	298.18		
00459595	NAPA AUTO PARTS	460.09		
00459596	NORTHEAST WASHINGTON ESD 101	21,769.69		
00459597	NORCO INC	199.63		
00459598	NORTH BY NORTHWEST PRODUCTIO	17,827.50		
00459599	NORTHERN ENERGY - SPOKANE	295.97		
00459600	OCCUPATIONAL MEDICINE	8,197.00		
00459601	OFFICE OF THE ATTORNEY GENER	785.30		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 20

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459602	OTTO ENVIRONMENTAL SYSTEMS L	71,117.72		
00459603	OXARC INC	1,837.03		
00459604	PACIFIC MATERIALS EXCHANGE	8,356.00		
00459605	PEOPLE QUALIFIED COMMITTEE	22.35		
00459606	PETROCARD SYSTEMS INC	152.56		
00459607	PIONEER CREDIT RECOVERY INC	484.26		
00459608	PMI SUPPLY INC	1,910.00		
00459609	DUANE E MATTISON	54.66		
00459610	PRE-PAID LEGAL SERVICES INC	628.14		
00459611	PRO RECYCLE LLC	5,080.00		
00459612	QUINN GROUP	12,447.00		
00459613	RICOH USA INC	143.75		
00459614	ROUSE'S TOWING & RECOVERY IN	278.82		
00459615	RURAL RESOURCES COMMUNITY	1,583.89		
00459616	THE SALVATION ARMY	34,950.79		
00459617	SECOND HARVEST FOOD BANK OF	6,266.00		
00459618	SIX ROBBLEES INC	1,742.58		
00459619	SIX STATES DISTRIBUTORS INC	141.82		
00459620	SPALDING AUTO PARTS	110.87		
00459621	PEROVICH PARTNERS INC	2,310.74		
00459622	SPOKANE CITY COUNTY EMERGENC	44,724.05		
00459623	SPOKANE COUNTY TITLE CO	293.49		
00459624	SPOKANE COUNTY MEDICAL SOCIE	3,605.38		
00459625	SPOKANE FIRE FIGHTERS BENEFI	25,421.00		
00459626	SPOKANE HOUSE OF HOSE INC	1,711.30		
00459627	SPOKANE HOUSING VENTURES	200.00		
00459628	SPOKANE INDUSTRIAL SUPPLY	425.59		
00459629	SPOKANE RESTAURANT EQUIPMENT	2,972.95		
00459630	STANDARD INSURANCE COMPANY	19,503.60		
00459631	BRAD L WHITE	1,080.44		
00459632	SVL ANALYTICAL INC	283.50		
00459633	LARRY TANGEN	627.25		
00459634	THERMO KING NORTHWEST	980.71		
00459635	THOMAS DEAN & HOSKINS INC	2,195.00		
00459636	TIMBERLAND LANDSCAPING	2,268.84		
00459637	UNITED WAY	2,291.65		
00459638	US BANK OR CITY TREASURER	1,122,854.08		
00459639	US DEPT OF EDUCATION	92.52		
00459640	VERIZON WIRELESS BELLEVUE	6,607.75		
00459641	VMI INC	1,846.81		
00459642	W W GRAINGER INC	93.69		
00459643	WA GET PROGRAM	2,283.00		
00459644	DEPT OF LABOR & INDUSTRIES	328.49		
00459645	WA STATE EMPLOYMENT SECURITY	20,838.19		
00459646	WA STATE SUPPORT REGISTRY OR	16,151.82		
00459647	NORTHWEST PUBLIC EMPLOYEES	674.83		
00459648	JUNE WALLACE	1,115.54		
00459649	WASHINGTON LEOFF	260,644.87		
00459650	WESTERN STATES EQUIPMENT CO	309.23		
00459651	WSCCCE, AFSCME, AFL-CIO	528.00		
00459652	WSF LLC	5,439.34		
00459842	BUILDING SERVICES IMPREST FU	24.20		
00459843	PLANNING IMPREST FUND	132.31		



REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 21

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00459844	SPOKANE FIRE DEPARTMENT	173.48		
00459845	STREET DEPT IMPREST FUND	198.27		
00459846	US BANK OR CITY TREASURER	8,731.70		
00459847	DEPT OF LABOR & INDUSTRIES	340.31		
00459848	WA STATE DEPT/TRANSPORTATION	103.84		
00459849	WATER DEPARTMENT	141.01		
00459850	JOANNE JANES FOSTER			384.00
00459851	AIKI INSTITUTE OF SPOKANE			47.20
00459852	EDWARD L ANDERSON			42.00
00459853	CENTURYLINK			365.75
00459854	HELENA CHEMICAL CO			1,463.06
00459855	ROBIN MARKS			525.00
00459856	NORTHWEST FENCE COMPANY INC			4,696.93
00459857	PARK DEPT IMPREST FUND			134.00
00459858	THE PEPSI BOTTLING GROUP			707.06
00459859	RUSSELL S SINCLAIR			328.44
00459860	SMITH WESTERN CO			1,833.44
00459861	SPOKANE REGIONAL CONVENTION			4,182.00
00459862	SYSCO FOOD SERVICES INC			1,766.54
00459863	VERIZON WIRELESS BELLEVUE			521.97
00459864	WESTERN EQUIPMENT DISTRIBUTO			3,751.32
00459865	WILDROSE GRAPHICS LTD/			189.41
00459866	USAA INVESTMENT MGMT CO			
00459867	U S BANK OR CITY TREASURER			
00459868	WA STATE SUPPORT REGISTRY OR			
80008980	A W REHN & ASSOCIATES INC OR	5,730.91		
80008981	CAREER PATH SERVICES	9,030.58		
80008982	REGIONAL DISPOSAL COMPANY OR	432,479.40		
80008983	WCP SOLUTIONS		362.38	
80008984	XEROX CORPORATION		33.50	
80008985	SETH A DYSON	193.57		
80008986	JIM'S TRANSFER INC DBA DEVRI	527.50		
80008987	RAYMOND DONALD RIPLEY	150.00		
80008988	VOLUNTEERS OF AMERICA	27,540.47		
80008989	NORMAN L EVANS	70.00		
80008990	H WAYNE LYTHGOE	150.00		
80008991	MARLA McDONALD	150.00		
80008992	GLENN E MERRITT	70.00		
80008993	ANITA S MESSEX	10.00		
80008994	RAYMOND C. MOHNEY	40.00		
80008995	VIDELL F MOLTICH	40.00		
80008997	ARTHUR W SAYLOR	70.00		
80008998	DANIEL THOMAS	40.00		
80008999	PAUL W TOWN	150.00		
80009000	SUSAN S WALKER	150.00		
80009001	SHANNON L WATKINS	40.00		
80009002	PENELOPE A WORSHAM	40.00		
80009003	LEOFF HEALTH & WELFARE TRUST	920.94		
80009004	NE COMMUNITY CENTER ASSN	9,738.44		
80009005	NORTHEAST YOUTH CENTER	943.35		
80009006	PEACEFUL VALLEY NEIGHBORHOOD	2,877.99		
80009007	PENSION BENEFIT INFORMATION			
80009008	PREMERA BLUE CROSS OR	293,274.65		

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 22

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80009009	SPOKANE VALLEY FIRE DEPT	250.00		
80009010	VOLUNTEERS OF AMERICA	2,312.76		
80009011	LARS H HENDRON	53.84		
80009012	ARIANE E SCHMIDT	35.52		
80009013	A W REHN & ASSOCIATES INC OR	17,873.74		
80009014	ALLIED FIRE & SECURITY/DIV O	261.58		
80009015	ALTERNATIVE SERVICE CONCEPTS	22,394.42		
80009016	ANATEK LABS INC	2,510.00		
80009017	C & C YARD CARE	108.70		
80009018	CATHOLIC CHARITIES	1,870.80		
80009019	DIGNITARY PROTECTION TEAM FU	50.00		
80009020	EDU MEMBERSHIP FUND	17.50		
80009021	POLICE GUILD LEGAL DEFENSE	514.00		
80009022	INT'L ASSN OF FIREFIGHTERS/	47,658.99		
80009023	LIFEWISE ASSURANCE CO	21,709.47		
80009024	LT & CAPT ASSOCIATION	810.00		
80009025	LTS & CPTS LEGAL DEFENSE FUN	26.00		
80009026	LUTHERAN COMMUNITY SERVICES	3,083.83		
80009027	PEACEFUL VALLEY NEIGHBORHOOD	3,496.61		
80009028	PENSION BENEFIT INFORMATION	773.00		
80009029	SPOKANE POLICE GUILD	17,052.70		
80009030	DON SCHAECHTEL LLC	2,410.16		
80009031	SPOKANE POLICE BENEFIT ASSOC	1,207.50		
80009032	SPOKANE POLICE CHAPLAIN	2,630.90		
80009033	SPOKANE POLICE K-9 MEMBERSHI	30.00		
80009034	SPOKANE AIDS NETWORK	872.85		
80009035	SPOKANE POLICE GUILD FRATERN	247.50		
80009036	SPOKANE POLICE SWAT TEAM	300.00		
80009037	SPOKANE POLICE TACTICAL TEAM	240.00		
80009038	US BANK OR CITY TREASURER	19,529.72		
80009039	HRA VEBA TRUST	56.87		
80009040	VOLUNTEERS OF AMERICA	12,501.37		
80009041	WASHINGTON DENTAL SERVICE OR	41,769.06		
80009042	XEROX CORPORATION	4,163.68		
80009043	YFA CONNECTIONS	2,435.84		
80009044	YWCA	8,185.24		
80009045	SCOTT EDMINSTER MD FACEP PLL	9,418.68		
80009046	ACTION MEDICAL INC	126.59		
80009047	A-L COMPRESSED GASES			117.40
80009048	CASCADE ENGINEERING INC	242,057.51		
80009049	CLUB PROPHET SYSTEMS			600.00
80009050	COOPERATIVE SUPPLY INC	20,205.18		
80009051	ROBERT S DELANEY	520.00		
80009052	DIVERSIFIED WOOD RECYCLING	48.00		
80009053	EBSCO ACCOUNTS RECEIVABLE		8,900.00	
80009054	FERGUSON ENTERPRISES INC			60.15
80009055	HASKINS STEEL CO INC	4,806.73		
80009056	HONEY BUCKET/DIV OF NORTHWES	171.15		
80009057	KERSHAW INC	278.22		
80009058	KIMMEL ATHLETIC SUPPLY CO IN	52.18		
80009059	KNORR SYSTEMS, INC			1,129.06
80009060	LILAC CITY SPRINKLERS	81.53		
80009061	MAIL FINANCE INC		384.79	

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 01

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
TIME: 12:29  
PAGE: 23

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80009062	MUNICIPAL EMERGENCY SERVICES	185.66		
80009063	NORTHEAST YOUTH CENTER			8,882.08
80009064	OLIN CORPORATION	7,699.59		
80009065	PEACEFUL VALLEY NEIGHBORHOOD			2,620.58
80009066	SIEMENS WATER TECHNOLOGIES	10,044.10		
80009067	SOUTHSIDE SENIOR ACTIVITY CT			8,859.00
80009068	STAR RENTALS & SALES			1,614.20
80009069	TESTAMERICA LABORATORIES INC	2,494.80		
80009070	TRANSPORT EQUIPMENT INC	242.94		
80009071	UNIVAR USA INC	4,272.61		
80009072	WCP SOLUTIONS	1,661.44		
80009073	WESTERN PETERBILT INC	183.16		
80009074	PAUL D TRAUTMAN	49.51		
80009075	A W REHN & ASSOCIATES INC OR	13,229.92		
80009076	ADVANCED TRAFFIC PRODUCTS IN	22,931.08		
80009077	BUCK'S TIRE & AUTOMOTIVE	130.34		
80009078	COBALT TRUCK EQUIPMENT	348.38		
80009079	COEUR D'ALENE SERVICE STATIO	2,103.30		
80009080	COOPERATIVE SUPPLY INC	10,355.53		
80009081	DELL MARKETING LP	5,380.59		
80009082	EUROFINS / FRONTIER GLOBAL	3,167.30		
80009083	FERGUSON ENTERPRISES INC	565.67		
80009084	HUSKY INTERNATIONAL TRUCKS I	1,572.67		
80009085	US BANK	149.00		
80009086	WHEELABRATOR SPOKANE INC OR	1,122,412.25		
80009087	SETH A DYSON	47.37		
80009088	LORENA F MARKHAM	324.52		
80009089	KERSHAW INC	2,122.91		
80009090	PRO MECHANICAL SERVICES INC	981.51		
80009091	SAN DIEGO POLICE EQUIP CO IN	4,174.01		
80009092	WCP SOLUTIONS	380.45		
80009093	KAREN L FELBER			50.00
80009094	CARL D STRONG			118.33
80009095	JOSEPH USHER	46.95		
80009096	CH2M HILL	4,579.00		
80009097	MOLONEY & O'NEILL LIFE INC	8,243.03		
80009098	PREMERA BLUE CROSS OR	502,268.19		
80009099	SPOKANE HOUSING AUTHORITY	250.00		
80009100	SPRAGUE PEST CONTROL/DIV OF			70.09
80009101	STUART CONSULTING GROUP INC	2,400.00		
80009102	SUMMIT LAW GROUP PLLC	6,354.76		
80009103	US BANK OR CITY TREASURER	64,127.71		
80009104	AECOM TECHNICAL SERVICES INC	121,863.62		
80009105	ANATEK LABS INC	620.00		
80009106	B & B TOWING LLC	105.98		
80009107	CH2M HILL	347,266.95		
80009108	COFFMAN ENGINEERS INC	1,240.84		
80009109	HONEY BUCKET/DIV OF NORTHWES			80.00
80009110	BURLINGTON ENVIRONMENTAL LLC	4,804.30		
80009111	WASHINGTON DENTAL SERVICE OR	52,168.51		
80009112	WHEELABRATOR SPOKANE INC OR	26,493.03		
80009113	YWCA	785.67		
80009114	ROBERT L CROW	59.95		

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 24

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80009115	SETH A DYSON	38.85		
80009116	SCOTT EDMINSTER MD FACEP PLL	9,418.68		
80009117	CASSANDRA D FRIESEN	2.75		
80009118	LEO F GRIFFIN	111.00		
80009119	DAWN KARBER	210.15		
80009120	WILLIAM KELLING	347.90		
80009121	MARISA A KURTZ	23.31		
80009122	MARK E MATTKE	393.17		
80009123	DONNA R MCBRIDE	73.00		
80009125	CHARLES E NEIHART	347.90		
80009126	WILLIAM R PEACOCK	90.47		
80009127	FRANK S SCALISE	1,761.00		
80009128	A W REHN & ASSOCIATES INC OR	10,565.05		
80009129	ACTION MEDICAL INC	78.54		
80009130	ALLIED FIRE & SECURITY/DIV O	449.53		
80009131	AUTO ELECTRIC PRODUCTS	179.36		
80009132	CERIUM NETWORKS INC	2,289.15		
80009133	COOPERATIVE SUPPLY INC	204,347.01		
80009134	DELL MARKETING LP	25,557.88		
80009135	FIREPOWER INC	10,598.25		
80009136	HASKINS STEEL CO INC	586.89		
80009137	HUSKY INTERNATIONAL TRUCKS I	71.48		
80009138	KERSHAW INC	3,014.03		
80009139	KIMMEL ATHLETIC SUPPLY CO IN	52.18		
80009140	NE COMMUNITY CENTER ASSN			300.00
80009141	KELLY A HOYT	2,647.00		
80009142	INWAGC APPRENTICESHIP PROGRA	1,162.68		
80009143	OLIN CORPORATION	3,825.29		
80009144	PRO MECHANICAL SERVICES INC	5,523.68		
80009145	ROWAND MACHINERY COMPANY	965.10		
80009146	SIEMENS WATER TECHNOLOGIES	10,184.59		
80009147	SOLID WASTE SYSTEMS INC	6,315.39		
80009149	TESTAMERICA LABORATORIES INC	226.80		
80009150	TRANSPORT EQUIPMENT INC	125.40		
80009151	UNIVAR USA INC	4,262.23		
80009152	WCP SOLUTIONS	1,970.74		
80009153	WESTERN PETERBILT INC	8,223.16		
80009154	C & C YARD CARE	21.74		
80009155	DIVERSIFIED WOOD RECYCLING	794.23		
80009156	K & L GATES LLP	238.77		
80009157	KERSHAW INC		98.60	
80009158	SPOKANE COUNTY TREASURER	1,083.83		
80009159	WCP SOLUTIONS		465.77	
80009160	KATHLEEN J ARMSTRONG	167.62		
80009161	JANICE M DOHERTY	660.48		
80009162	DANIEL R EMERT	65.00		
80009163	TAMMY JURIS	28.76		
80009164	BRUCE D LOCKREM	204.80		
80009165	MICHAEL J RABEL	173.88		
80009166	ALLEN D SCHMELZER	97.08		
80009167	A W REHN & ASSOCIATES INC OR	18,069.41		
80009168	ANATEK LABS INC	440.00		
80009169	AUTO ELECTRIC PRODUCTS	169.99		

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 01

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 01/02/13  
 TIME: 12:29  
 PAGE: 25

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80009170	CAREER PATH SERVICES	208,837.79		
80009171	CATHOLIC CHARITIES	56,235.79		
80009172	COEUR D'ALENE SERVICE STATIO	379.80		
80009173	COOPERATIVE SUPPLY INC	259,794.54		
80009174	DIGNITARY PROTECTION TEAM FU	50.00		
80009175	EDU MEMBERSHIP FUND	17.50		
80009176	EJ USA INC	8,212.34		
80009177	POLICE GUILD LEGAL DEFENSE	514.00		
80009178	HASKINS STEEL CO INC	1,378.87		
80009179	HUSKY INTERNATIONAL TRUCKS I	190.57		
80009180	KERSHAW INC	2,114.19		
80009181	LTS & CPTS LEGAL DEFENSE FUN	26.00		
80009182	LAURI LUCAS	2,916.67		
80009183	LUTHERAN COMMUNITY SERVICES	2,142.46		
80009184	M & P ASSOCIATION	4,124.50		
80009185	MUNICIPAL EMERGENCY SERVICES	620.83		
80009186	SPOKANE POLICE GUILD	1.00		
80009187	PREMERA BLUE CROSS OR	449,650.21		
80009188	PRO MECHANICAL SERVICES INC	1,024.61		
80009189	SOLID WASTE SYSTEMS INC	2,676.63		
80009190	SPOKANE POLICE BENEFIT ASSOC	1,207.50		
80009191	SPOKANE POLICE CHAPLAIN	2,613.90		
80009192	SPOKANE POLICE K-9 MEMBERSHI	30.00		
80009193	SPOKANE POLICE GUILD LONG	14,630.40		
80009194	SPOKANE AIDS NETWORK	1,106.96		
80009196	SPOKANE COPS	14,245.00		
80009197	SPOKANE HOUSING AUTHORITY	4,438.53		
80009198	SPOKANE POLICE GUILD FRATERN	247.50		
80009199	SPOKANE POLICE SWAT TEAM	300.00		
80009200	SPOKANE POLICE TACTICAL TEAM	280.00		
80009201	TIFCO INDUSTRIES	480.82		
80009202	TRANSITIONS DBA TRANSITIONAL	8,000.11		
80009203	TRINDERA ENGINEERING	256.00		
80009204	US BANK OR CITY TREASURER	115,654.37		
80009205	VOLUNTEERS OF AMERICA	4,117.03		
80009206	WA ST COUNCIL OF CITY & COUN	50,436.50		
80009207	WASHINGTON DENTAL SERVICE OR	70,453.94		
80009208	WCP SOLUTIONS	1,776.07		
80009209	WESTERN PETERBILT INC	12,442.61		
80009210	YWCA	3,880.73		
80009211	ADRIANO M EVA			55.61
		-----	-----	-----
		16,961,705.10	97,528.74	254,712.39
				=====
		CITYWIDE TOTAL:		17,455,283.08



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	CPR 2012-0003
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	PAM DOLAN 6034
<b>Contact E-Mail</b>	PDOLAN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Claim Item
<b>Agenda Item Name</b>	5600-ACCOUNTING-PAYROLL

**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: December 22, 2012 Payroll check #509858 through check #510085 \$5,666,975.77

**Summary (Background)**

N/A

**Fiscal Impact**

Expense	\$ 5,666,975.77
Select	\$
Select	\$
Select	\$

**Budget Account**

# N/A
#
#
#

**Approvals**

<b>Dept Head</b>	DOLAN, PAM
<b>Division Director</b>	DUNIVANT, TIMOTHY
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	DALTON, PAT
<b>For the Mayor</b>	HESS, DEENA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	

**Additional Approvals**

<b>Purchasing</b>	

**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING DECEMBER 22, 2012**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	5,390.85
0070	ADMINISTRATIVE SERVICES	23,472.28
0140	ARTS	0.00
0230	CIVIL SERVICE	20,426.41
0260	CITY CLERK	11,383.21
0300	HUMAN SERVICES	7,399.97
0320	COUNCIL	19,660.87
0330	PUBLIC AFFAIRS / COMMUNICATIONS	8,896.61
0350	COMMUNITY CENTERS	39,902.73
0370	ENGINEERING SERVICES	222,667.92
0380	ENTERTAINMENT FACILITIES	0.00
0410	FINANCE	26,631.60
0440	FIRE	879,978.36
0470	HISTORIC PRESERVATION	0.00
0500	LEGAL	104,342.40
0520	MAYOR	21,265.80
0550	NEIGHBORHOOD SERVICES	21,273.67
05601	MUNICIPAL COURT	75,355.28
05602	PARKING VIOLATIONS	7,148.02
0570	OFFICE OF HEARING EXAMINER	5,830.40
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	25,416.77
0650	PLANNING SERVICES	45,060.02
0680	POLICE	1,137,094.00
0690	PROBATION SERVICES	28,632.01
0700	PUBLIC DEFENDERS	67,651.43
0750	ECONOMIC DEVELOPMENT	4,585.00
0770	REAL ESTATE & FACILITIES	1,942.60
0780	BUSINESS & DEVELOPMENT SERVICES	50,671.22
0860	TREASURER	7,124.83
0890	WEIGHTS & MEASURES	0.00
	TOTAL GENERAL FUND	2,869,204.26

FUND	FUND NAME	TOTAL
1100	STREET	271,311.97
1200	CODE ENFORCEMENT	28,806.87
1300	LIBRARY	176,765.91
1390	URBAN FORESTRY FUND	11,388.40
1400	PARKS AND RECREATION	231,441.70
1510	LAW ENFORCEMENT INFO SYSTEM FUND	37,629.74
1530	LAW ENFORCEMENT BLOCK GRANT FUND	120.00
1540	HUMAN SERVICES GRANTS	6,502.40
1620	PUBLIC SAFETY & JUDICIAL GRANT	7,588.48
1630	COMBINED COMMUNICATIONS CENTER	57,344.62
1650	COMMUNITY & ECONOMIC DEVELOPMENT	22,530.07
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	17,701.46
1970	EMS FUND	173,296.31
4100	WATER	351,409.21
4300	SEWER	441,069.49
4480	REFUSE	393,206.63
4490	SOLID WASTE	23,122.01
4600	GOLF	21,452.80
4700	GENERAL SERVICES FUND	60,598.81
5100	FLEET SERVICE	84,654.18
5200	PUBLIC WORKS & UTILITY FUND	50,011.55
5300	MIS	138,566.14
5600	ACCOUNTING SERVICES	125,731.31
5800	RISK MANAGEMENT	7,807.20
5810	WORKER'S COMPENSATION	10,722.99
5830	SELF-FUNDED MEDICAL/DENTAL	7,300.01
6060	CITY RETIREMENT	8,929.00
6750	REGIONAL PLAN	28,291.85
6780	EMS PROGRAM DIRECTOR	2,470.40
	TOTAL	<u><u>5,666,975.77</u></u>



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	CPR 1982-0071
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	CATHERINE 625-6276 GALLAHER
<b>Contact E-Mail</b>	CGALLAHER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 APPOINTMENT TO THE SPOKANE AIRPORT BOARD

**Agenda Wording**

Appoint David Clack to serve an unexpired term to begin immediately and expire on December 31, 2014.

**Summary (Background)**

\*

<b>Fiscal Impact</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	FEIST, MARLENE	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		jwestfall@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	arorholm@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	CPR 1993-0069
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	CATHERINE 625-6276 GALLAHER
<b>Contact E-Mail</b>	CGALLAHER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 APPOINTMENT TO THE DESIGN REVIEW BOARD

**Agenda Wording**

Appoint Steven Meek to serve an unexpired term as the Urban Planner/Designer representative to begin immediately and expire on March 31, 2013.

**Summary (Background)**

\*

<b>Fiscal Impact</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	FEIST, MARLENE	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		jwestfall@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	schesney@spokanecity.org	
<b>Additional Approvals</b>		jquintrall@spokanecity.org	
<b>Purchasing</b>		jneff@spokanecity.org	
		arorholm@spokanecity.org	



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	CPR 2004-0021
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	CATHERINE 625-6276 GALLAHER
<b>Contact E-Mail</b>	CGALLAHER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 APPOINTMENT TO THE CITIZENS STREET ADVISORY COMMISSION

**Agenda Wording**

Appoint Kathy Miotke to serve an unexpired term as the District 3 representative to begin immediately and expire on December 31 ,2014.

**Summary (Background)**

Reappoint Dallas Hawkins to serve a six-year term as the District 2 representative to begin immediately and expire on December 31 ,2018. Appoint Robert Stevens to serve a six-year term as the At-large representative to begin immediately and expire on December 31 ,2016.

<b>Fiscal Impact</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	FEIST, MARLENE	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		jwestfall@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	pmtaylor@spokanecity.org	
<b>Additional Approvals</b>		adeasy@spokanecity.org	
<b>Purchasing</b>		arorholm@spokanecity.org	



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

01/07/2013

<b>Date Rec'd</b>	12/26/2012
<b>Clerk's File #</b>	CPR 2012-0032
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	CATHERINE 625-6276 GALLAHER
<b>Contact E-Mail</b>	CGALLAHER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 APPOINTMENT TO THE NORTHEAST PDA

**Agenda Wording**

Reappoint Craig Riley to serve a three-year term on the Northeast Public Development Authority to begin immediately and expire on November 30, 2015.

**Summary (Background)**

\*

<b>Fiscal Impact</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	FEIST, MARLENE	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		jwestfall@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	arorholm@spokanecity.org	
<b>Additional Approvals</b>		jquintrall@spokanecity.org	
<b>Purchasing</b>		schesney@spokanecity.org	
		tstripes@spokanecity.org	



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

01/07/2013

<u>Date Rec'd</u>	12/26/2012
<u>Clerk's File #</u>	RES 2012-0112
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625.6258
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 HEARING EXAMINER

Agenda Wording  
 A resolution approving the appointment of the Hearing Examiner for the City of Spokane.

Summary (Background)  
 Pursuant to section 9 of the city charter, the City Council shall have authority to employ such staff as it may deem necessary and that such employees shall serve at the pleasure of the city council. SMC 2.005.040 D states that the hearing examiner is appointed and may be discharged by the city council. Greg Smith, the City's current hearing examiner will be retiring after the first of the year. The City recruited for applicants for the hearing examiner position and interviewed those interested applicants. This resolution will approve the appointment of the City's next hearing examiner who will start work in conjunction the Mr. Smith's retirement.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WESTFALL, JENNIFER	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2012-0112

A resolution approving the appointment of Brian McGinn as the Hearing Examiner for the City of Spokane.

WHEREAS, section 9 of the city charter states that the city council shall have authority to employ such staff as it may deem necessary and that such employees shall serve at the pleasure of the city council; and

WHEREAS, SMC 2.005.040 D states that the hearing examiner is appointed and may be discharged by the city council; and

WHEREAS, after full consideration, the city council desires to appoint Brian McGinn as the Hearing Examiner for the City of Spokane; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Brian McGinn as the Hearing Examiner for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Approved as to form:

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



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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	RES 2012-0113
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BEN STUCKART 625.6258
<b>Contact E-Mail</b>	BSTUCKART@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 2013 LEGISLATIVE AGENDA

**Agenda Wording**

A resolution adopting the City of Spokane's 2013 Washington State Legislative Agenda.

**Summary (Background)**

The City Council annually adopts, by resolution, a legislative agenda for the subsequent Washington State legislative session. The resolution adopts that agenda, which establishes the City's position on various legislative matters.

<b>Fiscal Impact</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	STUCKART, BEN	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	BURNS, BARBARA		
<b>For the Mayor</b>	SANDERS, THERESA		
<b>Additional Approvals</b>			
<b>Purchasing</b>			

Resolution No. 2012-0113

A resolution adopting the City of Spokane's 2013 Washington State Legislative Agenda.

WHEREAS, efforts of representation on behalf of the City of Spokane to influence, effect or guide the passage of legislation in the Washington State Legislature are enhanced by a comprehensive package of proposals that have been officially adopted by the City Council after consultation with the Mayor pursuant to this resolution;  
- - Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that the City Council adopts the attached City of Spokane 2013 Washington State Legislative Agenda as the position of the City of Spokane on the items stated.

ADOPTED by the City Council \_\_\_\_\_, 2013.

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

Approved as to form:

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



## City of Spokane 2013 State Legislative Agenda

1. Labor Arbitration – add “housing” and “median household income” to items that the arbitrator can consider
2. Waste to Energy Plant renewable designation.
3. Maintain the financial viability of the Public Works Trust Fund as a means of obtaining low interest loans that enable the City to leverage additional dollars to build essential infrastructure.
4. Support legislation allowing for the creation of a voter approved Municipal Library District.
5. Support efforts to fund completion of the North South Corridor and fund the regional transportation system’s operation and maintenance.
6. Support open and transparent government while modifying current public record statutes to address cost and compliance issues associated with the ever increasing volume, scope and frequency of public record requests.
7. Support the preservation of existing levels of public health funding while working to identify a stable revenue source that will allow local public health services and infrastructures to be maintained.
8. Seek changes in state law that would allow for police body cameras.
9. Support Medical Lake interchange improvements to support Aerospace Certified Sites initiatives at SIA.
10. Adoption of state law either establishing a fee to the purchase of studded tires to be distributed to cities and counties or a ban on the use of studded tires.

In addition to the specific priorities set forth above, the City Council requests consideration of the following items.

- Allow municipalities to invest their SIP funds in AAA securitized investments.
- Legislation to get Universities to expand PHD offerings in Spokane to include aerospace engineering
- Support efforts to maintain levels of state funding for mental health services, substance abuse treatment and prevention
- Continue to support state investments for Workforce Development programs that will increase the skills of our local workforce and prepare our children for successful careers



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

11/19/2012

<b><u>Date Rec'd</u></b>	11/7/2012
<b><u>Clerk's File #</u></b>	ORD C34936
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	PUBLIC WORKS & UTILITIES
<b><u>Contact Name/Phone</u></b>	TIM 625-6218 SZAMBELAN
<b><u>Contact E-Mail</u></b>	TSZAMBELAN@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	First Reading Ordinance
<b><u>Agenda Item Name</u></b>	5200-FRANCHISE AGREEMENT W/INLAND POWER & LIGHT

**Agenda Wording**

AN ORDINANCE for the City of Spokane, Washington, granting Inland Power and Light, Inc., a Washington Corporation, a franchise.

**Summary (Background)**

An ordinance granting Inland Power and Light, Inc., a Washington corporation, the right, privilege and authority and franchise to set, erect, construct, support, attach, connect and stretch facilities between, maintain, repair, replace, enlarge, operate and use facilities in, upon, under, along and across the franchise area for purposes of transmission, distribution and sale of electrical energy for power, heat, light and any other purpose for which such energy can be used.

**Fiscal Impact**

Select	\$
Select	\$
Select	\$
Select	\$

**Budget Account**

#
#
#
#

**Approvals**

<b><u>Dept Head</u></b>	ROMERO, RICK
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	LESESNE, MICHELE
<b><u>Legal</u></b>	BURNS, BARBARA
<b><u>For the Mayor</u></b>	FEIST, MARLENE

**Council Notifications**

<b><u>Study Session</u></b>	
<b><u>Other</u></b>	
<b><u>Distribution List</u></b>	
	tszambelan@spokanecity.org
	rriedinger@spokanecity.org
	jfaulkner@spokanecity.org

**Additional Approvals**

<b><u>Purchasing</u></b>	

ORDINANCE NO. C34936

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, GRANTING INLAND POWER AND LIGHT, INC., A WASHINGTON CORPORATION, THE RIGHT, PRIVILEGE AND AUTHORITY AND FRANCHISE TO SET, ERECT, CONSTRUCT, SUPPORT, ATTACH, CONNECT AND STRETCH FACILITIES BETWEEN, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, UNDER, ALONG AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICAL ENERGY FOR POWER, HEAT, LIGHT AND ANY OTHER PURPOSE FOR WHICH SUCH ENERGY CAN BE USED.

THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Definitions

A. Where used in this franchise (the "Franchise") the following terms shall mean:

1. "Inland" means Inland Power and Light, Inc., a Washington corporation, and its respective successors and assigns.
2. "City" means the City of Spokane, a municipal corporation of the State of Washington, and its respective successors and assigns.
3. "Franchise" means the grant of rights, privileges and authority embodied in this Ordinance.
4. "Franchise Area" means: all rights-of-way for public roads, streets, avenues, alleys, and highways within the City as now laid out, platted, dedicated, acquired or improved; all rights-of-way for public roads, streets, avenues, alleys, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present limits of the City and as such limits may be hereafter extended; and all City owned easements used for such rights-of-way and/or dedicated for the placement and location of utilities, provided such easements would allow Inland to fully exercise the rights granted under this Franchise within the area covered by such easements.
5. "Facilities" means poles (with or without cross arms), including Inland-owned street lighting poles and luminaires, wires, lines, conduits, cables, communication and signal lines, braces, guys, anchors, switches, transformers, ducts, vaults and all necessary facilities and appurtenances thereto, whether the same be located over or under ground.
6. "Ordinance" means this Ordinance No. C34936, which sets forth the terms and

conditions of this Franchise.

## Section 2. Facilities Within the Franchise Area

A. The City hereby grants to Inland the right, privilege, authority and franchise to set, erect, construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across the Franchise Area for purposes of transmission, distribution and sale of electrical energy for power, heat, light and any other purpose for which such energy can be used.

B. Inland acknowledges the City's desire and intent that City rights-of-way be free of encumbrance by rights held by others, including Inland, and that the City requires that rights-of-way dedicated by property owners to the City be free of such encumbrances. All rights-of-way so dedicated shall be Franchise Area and Facilities thereafter placed by Inland therein shall be subject to the terms and conditions of this Franchise. Where new right-of-way is to be added to the Franchise Area through dedication by property owners, Inland agrees that any new Facilities placed within this new right-of-way shall be subject to the terms of this Franchise.

C. In areas of existing right-of-way or new right-of-way purchased by the City, where Inland has a prior existing easement or other right not derived from this Franchise or a prior franchise granted by the City within a portion of the Franchise Area, and Inland desires to install Facilities within such prior right, then Inland will provide notice of same to the City prior to such installation. The City may request that Inland instead install its Facilities within the Franchise Area pursuant to rights granted by this Franchise. Inland will consider the facts and conditions that bear upon such request and will respond to the City, including meeting with the City to discuss such request, prior to installation of Inland's Facilities. When reasonably determined by Inland to be consistent with prudent utility practice, Inland will install its Facilities as so requested by the City.

## Section 3. Non-Franchise Area City Property

A. This Franchise shall not convey any right to Inland to install Facilities on or to otherwise use City-owned or leased properties outside the Franchise Area.

B. Existing Facilities installed or maintained by Inland on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the Franchise Area as defined by this Franchise) may be maintained, operated, repaired and/or replaced in like kind by Inland at the location where such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards, and procedures.

#### Section 4. Noninterference of Facilities/Restoration

A. Inland's Facilities shall be located and maintained, within the Franchise Area so as not to interfere with the free and safe passage of pedestrian and/or vehicle traffic therein or with the reasonable ingress or egress to properties abutting thereto. Inland's Facilities shall be maintained in accordance with the laws of the State of Washington, Spokane Municipal Code, and applicable regulations and standards of the City.

B. In the event that the City's Public Works Director reasonably determines, after providing written notice to Inland and a reasonable opportunity for Inland to respond to the Public Works Director's concerns, that any one or more of Inland's Facilities within the Franchise Area interfere with the free and safe passage of pedestrian and vehicular traffic therein or with the reasonable ingress or egress to properties abutting thereto, then Inland shall promptly take such action as is reasonably necessary to eliminate such interference. In so doing, the City shall fully cooperate with Inland, including, without limitation, allowing changes to or modifications of the Franchise Area (and other City property), at Inland's expense, if such changes or modifications provide the most effective or economical means of eliminating such interference. In the event such interference requires relocation of Inland's Facilities within the Franchise Area, such relocation shall be accomplished in accordance with Section 10 below (any such interference resulting from new development ingress or egress to properties abutting the Franchise Area in proximity to Inland's Facilities existing within the Franchise Area prior to the development shall be subject to Section 10(B)).

C. Inland shall, after installation, construction, relocation, maintenance, removal or repair of any of Inland's Facilities within the Franchise Area, restore the surface of the Franchise Area and any other City property within the Franchise Area which may be disturbed or damaged by such work, to at least the same condition as the Franchise Area was in immediately prior to any such work. The Public Works Director shall have final approval of the condition of the Franchise Area after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, state and local standards and specifications., including, but not limited to, the City of Spokane design standards.(SMC 17H.010). All work by Inland pursuant to this Section shall be performed in accord with the permit issued by the City, together with the laws of the State of Washington, Spokane Municipal Code and applicable regulations and standards of the City as the same now exists or as may be hereafter amended or superseded.

#### Section 5. Undergrounding of Facilities

A. Inland acknowledges that the City desires to promote a policy of undergrounding of Facilities within the Franchise Areas. The City, subject to applicable laws, rules, regulations, may direct Inland to install (or relocate from above ground to below ground wires, for the

distribution of electricity underground, after a finding by the City, with Inland's concurrence, that such installation is feasible, practical and required for the public interest, safety and convenience. The incremental cost of such installation or relocation of existing Facilities to provide for underground service over conventional overhead practice shall be borne and paid by the City or other party requesting the same, subject to the law and applicable rules and regulations.

B. New extensions of Facilities (of 15kV or less) constructed by Inland during the term of this Franchise shall be located underground subject to soil conditions at the location and in accordance with applicable rules and regulations.

C. If, during the term of this Franchise, the City shall direct Inland to underground existing Facilities (of 15kV or less) within the Franchise Area, such undergrounding shall be arranged and accomplished subject to and in accordance with applicable rules and regulations.

D. This Section 5 shall govern all matters related to undergrounding of Inland's Facilities within the Franchise Area.

#### Section 6. Compliance with State and Local Regulations

A. Inland shall comply with all federal, state, and local Laws or regulations applicable to the exercise of Inland's rights and obligations under this Franchise. Upon written inquiry, Inland shall provide a specific reference to either the federal, state, or local law or the WUTC order or action establishing a basis for Inland's actions related to the exercise of such rights and obligations.

B. This Franchise shall not limit the City, and the City hereby reserves all lawful powers and franchise authority available to it under its general police authority; provided, however, such authority shall be exercised in a manner consistent with and so as not to impair the rights, privileges, authority and franchise conferred to Inland by this Franchise.

#### Section 7. Records of Installation and Planning

A. Upon the City's reasonable request, Inland shall provide the City copies of available plans of improvements, relocations and conversions to its Facilities within the Franchise Area; provided, however, any such plans so submitted shall be for informational purposes only and shall not obligate Inland to undertake any specific improvements within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

B. Upon the City's reasonable request, Inland shall provide to the City copies of available drawings in use by Inland showing the approximate location of Inland's Facilities at specified locations within the Franchise Area. Inland shall further provide, upon the City's reasonable request in connection with the City's design of new streets and intersections and major renovations of existing streets and intersections, field marking of Inland's underground

Facilities within the Franchise Area, if such Facilities can be so field marked with reasonable accuracy using devices designed to respond to the presence of Inland's underground Facilities. Notwithstanding the foregoing, however, Inland does not warrant the accuracy or sufficiency of any such field markings or drawings or other information provided by Inland, and Inland will not be liable to the City or others for any errors or defects in the same.

In addition, whenever Inland and the City agree that it is mutually beneficial to both parties in connection with the design of new streets and intersections and major renovations of existing streets and intersections, Inland will verify the actual location of its underground Facilities within the Franchise Area by excavating, including pot holing, at no expense to the City.

Notwithstanding the foregoing, nothing in this Section 7 is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

#### Section 8. Coordination, Shared Excavations

A. Inland and the City shall each exercise best reasonable efforts to coordinate construction work either may undertake within the Franchise Areas so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to inform the other party and other utilities within the Franchise Areas of its intent to undertake such construction work. Inland and the City shall further exercise best reasonable efforts to minimize delay or hindrance to construction work undertaken by themselves and other utilities within the Franchise Area.

B. If, at any time or from time to time, either Inland or the City shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.

Section 9. City Use of Facilities. During the term of this Franchise, and with respect to poles which are Facilities and which are (a) wholly owned by Inland and (b) within the Franchise Area, the City, subject to Inland's prior written consent which shall not be unreasonably withheld, may install and maintain City-owned overhead wires upon such poles for police, fire, traffic control and other noncommercial municipal communications purposes. The foregoing rights of the City to install and maintain such wires and cable are further subject to the following:

A. Such installation and maintenance shall be done by the City at its sole risk and

expense, in accordance with all applicable laws, and subject to such reasonable requirements as Inland may specify from time to time (including, without limitation, requirements accommodating Inland's Facilities or the facilities of other parties having the right to use Inland's Facilities);

B. Inland shall have no obligation arising under the indemnity and insurance provisions of this Franchise as to any circumstances directly or indirectly caused by or related to such City-owned wires or the installation or maintenance thereof; and

C. Inland shall not charge the City a fee for the use of such poles in accordance with this Section 9 as a means of deriving revenue there from; provided, however, nothing herein shall require Inland to bear any cost or expense in connection with such installation and maintenance by the City.

#### Section 10. Relocation of Facilities

A. Whenever the City undertakes (or causes to be undertaken at City expense) the construction of any public works improvement within the Franchise Area, or the Public Works Director reasonably determines that Inland's Facilities interfere with the free and safe passage of pedestrian and/or vehicular traffic pursuant to Section 4 above, and such public works improvement or interference necessitates the relocation of Inland's then existing Facilities within the Franchise Area, the City shall:

1. provide Inland, within a reasonable time prior to the City's commencement of activities requiring such public works improvement, written notice requesting such relocation; and

2. provide Inland with copies of relevant portions of the City's plans and specifications for such public works improvement.

After receipt of such notice and such plans and specifications, Inland shall relocate such Facilities within the Franchise Area at no charge to the City. If, during the construction of any such public works improvement, an emergency posing a threat to public safety or welfare, or a substantial risk of severe economic consequences to the City, arises requiring the relocation of Inland's Facilities within the Franchise Area, the City shall give Inland notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, Inland shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

The City shall act in good faith and shall use its best efforts to provide sufficient space within the Franchise Area for the safe and efficient installation, operation, repair and maintenance of the relocated Facilities. Inland shall act in good faith and shall use its best efforts to install relocated Facilities in such space within the Franchise Area, consistent with prudent



utility practice. If the City and Inland agree that there is not sufficient space for the relocated Facilities in the existing Franchise Area, then, unless otherwise mutually agreed by the City and Inland, the City shall provide sufficient space for the relocated Facilities by obtaining additional right-of-way or other equivalent rights mutually agreeable to the City and Inland, which shall be Franchise Area, title of which shall be in the City's name.

If, (i) notwithstanding the use of best efforts by the City and Inland as outlined above, the City and Inland do not agree whether there is or will be sufficient space within the Franchise Area for the relocated Facilities, or (ii) locating such relocated Facilities within such space within the Franchise Area would be inconsistent with prudent utility practice, then Inland may install those Facilities on property outside of the Franchise Area, the rights for which shall be obtained by Inland at no expense to the City. The City and Inland shall each act in good faith and use their respective best efforts to mutually agree on the location of such relocated Facilities outside of the Franchise Area. Absent such mutual agreement, nothing in this Section 10(A) shall limit the rights of the City or Inland with respect to acquisition or use of property rights outside of the Franchise Area.

If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 10(A), the City shall reimburse Inland for all costs incurred by Inland in connection such subsequent relocation.

B. Whenever:

1. any person or entity, other than the City, requires the relocation of Inland's Facilities to accommodate the work of such person or entity within the Franchise Area, including but not limited to, activities relating to development, roadway frontage improvements or mitigation of impacts; or

2. the City requires any person or entity to undertake work (other than work undertaken at the City's cost and expense) within the Franchise Area and such work requires the relocation of Inland's Facilities within the Franchise Area;

Then Inland shall have the right as a condition of any such relocation to require such person or entity to make payment to Inland, at a time and upon terms acceptable to Inland, for any and all costs and expenses incurred by Inland in the relocation of Inland's Facilities.

C. Any condition or requirement imposed by the City upon any other person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Inland's Facilities within the Franchise Area shall be a condition or requirement causing relocation of Inland's Facilities to occur subject to the provisions of Section 10(B) above; provided, however:

1. in the event the City reasonably determines and notifies Inland that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the construction of a public works improvement within a segment of the Franchise Area on the City's behalf, and

2. such public works improvement is otherwise reflected in the City's adopted Capital Improvement Program; Transportation Improvement Program; or Transportation Facilities Program;

Then only those costs and expenses incurred by Inland in connecting such relocated Facilities with Inland's other Facilities shall be paid to Inland by such person or entity, and Inland shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with Section 10(A).

D. As to any relocation of Inland's Facilities whereby the cost and expense thereof is to be borne by Inland in accordance with Section 10(A), Inland may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Inland of such written alternatives, the City shall evaluate such alternatives and shall advise Inland in writing if one or more of such alternatives is suitable to accommodate the work which would otherwise necessitate relocation of Inland's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Inland full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. No alternatives proposed by Inland shall be evaluated by the City in an arbitrary or capricious manner. In the event the City determines that such alternatives are not appropriate, Inland shall relocate its Facilities as otherwise provided in Section 10(A).

E. Nothing in this Section 10 shall require Inland to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or, except for the rights described in Section 3(B), other prior rights.

Section 11. Vegetation Management -- Trimming/Removal of Trees. State law requires electric utilities to comply with the National Electric Safety Code, including the guidance in the Code for the trimming or removal of vegetation interfering or potentially interfering with energized power lines. The right of Inland to maintain its Facilities and appurtenances under this Franchise shall accordingly include the right, as exercised in Inland's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that vegetation encroaching (either above or below the ground) on Inland's facilities can lead to power outages and other threats to public safety and welfare. Inland or its agents may inhibit the growth of, prune, or remove any trees and vegetation which overhangs or encroaches upon its electric transmission and distribution corridors within the Franchise Area, whether such trees or vegetation originate within or outside of the Right-of-way. Nothing contained in this

Section shall prevent Inland, when necessary and with the approval of the record owner of the property on which they may be located, from pruning or removing any trees which overhang the Franchise Area and may interfere with Inland's Facilities, subject to the City's Urban Forestry Program reflected in Chapter 12.02 S.M.C., Article V thereof, as now or hereafter amended.

Section 12. Trench/ Project Access. The City shall be granted access to the trench(s) being constructed for Conduit owned by Inland in the City Right-of-Way when space is available in the trench for the city to place conduit upon mutual agreement between the City and Inland. The City assumes all responsibility and cost for the installation and maintenance of any City fiber placed in any conduit owned by the City.

Section 13. Right-of-Way Use Permit. Prior to beginning any work within the Franchise Area, Inland agrees for itself and agrees to require any contractor performing such work for Inland, to obtain a Right-of-Way Use Permit from the City and to pay any applicable fees associated with such Permit in accordance with Spokane Municipal Code or other relevant City authority. In the event such fees are not paid in a timely manner, the City reserves the right to suspend issuance of Right-of-Way Use Permits to Inland and its contractors.

#### Section 14. Indemnification

A. Inland shall indemnify, defend and hold the City, its agents, officers or employees harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees, made against the City, its agents, officers or employees on account of injury, harm, death or damage to persons or property which is caused by, in whole or in part and then only to the extent of, the willfully tortious, or negligent acts, or negligent omissions of Inland or its agents, servants, employees, contractors, or subcontractors in the exercise of the rights granted to Inland by this Franchise. Provided, however, such indemnification shall not extend to any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the negligence of the City, its agents, employees, officers, contractors or subcontractors.

B. Inland's indemnification obligations pursuant to Subsection A of this Section 14 shall include assuming potential liability for actions brought by Inland's own employees and the employees of Inland's agents, representatives, contractors, and subcontractors even though Inland might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Inland's exercise of the rights set forth in this Franchise. The obligations of Inland under this Subsection B have been mutually negotiated by the parties hereto, and Inland acknowledges that the City would not enter into this

Franchise without Inland's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Inland waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. In the event any matter (for which the City intends to assert its rights under this Section 14) is presented to or filed with the City, the City shall promptly notify Inland thereof and Inland shall have the right, at its election and at its sole cost and expense, to settle and compromise such matter as it pertains to Inland's responsibility to indemnify, defend and hold harmless the City, its agents, officers or employees. In the event any suit or action be started against the City based upon any such matter, the City shall likewise promptly notify Inland thereof, and Inland shall have the right, at its election and at its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election, as it pertains to Inland's responsibility to indemnify, defend and hold harmless the City, its agents, officers or employees.

Section 15. Moving Buildings Within the Franchise Area. If any person or entity other than the City obtains permission in the form of a permit from the City to use the Franchise Area for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Inland for the temporary adjustment of Inland's wires to accommodate the moving or removal of such building or other object. Such necessary arrangements with Inland shall be made, to Inland's satisfaction, not less than fourteen (14) days prior to the moving or removal of said building or other object. In such event, Inland shall, at the expense of the person or entity desiring to move or remove such building or other object, adjust any of its wires which may obstruct the moving or removal of such building or other object, provided that:

A. the moving or removal of such building or other object which necessitates the adjustment of wires shall be done at a reasonable time and in a reasonable manner so as not to unreasonably interfere with Inland's business; and

B. the person or entity other than the City obtaining such permission from the City to move or remove such building or other object shall be required to indemnify and hold Inland harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person or entity moving or removing such building or other object or the negligence of the agents, servants or employees of the person or entity moving or removing such building or other object.

Section 16. Default. If Inland shall fail to materially comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon Inland a written order to so comply within thirty (30) days from the date such order is received

by Inland. If Inland is not in material compliance with this Franchise after expiration of said thirty (30) day period, the City may declare an immediate forfeiture of this Franchise, provided, however, if any failure to materially comply with this Franchise by Inland cannot be corrected with due diligence within said thirty (30) day period then the time within which Inland may so comply may be extended for a period of time as may be reasonably necessary and as agreed upon by the parties, so long as Inland commences promptly and diligently to effect such material compliance. Notwithstanding Inland's obligation to comply and to proceed with due diligence to correct any default, the City recognizes that unavoidable delays and events beyond Inland's control may occur. In such event the parties agree that Inland shall make a good faith effort to expeditiously remedy the default. In the event of a declaration of forfeiture, should either party commence litigation against the other to appeal (in the case of Inland) or enforce (in the case of the City) such declaration of forfeiture, the prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorneys' fees.

Section 17. Nonexclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises upon, under and across the Franchise Area which do not interfere with Inland's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 18. Term of Franchise Acceptance. This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from the effective date of the Ordinance. This Franchise is granted upon the express condition that Inland, within sixty (60) days after the adoption of this Ordinance, shall file with the clerk of the City a written acceptance of the same, and when so accepted by Inland, shall constitute a contract between the City and Inland for all the purposes herein set forth. If Inland fails to do so within the time frame above, this Ordinance and Franchise shall be null and void.

Section 19. Recovery of Franchise Costs. As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Inland, except, as provided in RCW 35.21.860, a fee that recovers from Inland actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to RCW 43.21C. Promptly following adoption of this Ordinance, the City shall provide to Inland a statement of the actual administrative expenses incurred by the City that are directly related to approval of this Franchise, and thereafter Inland shall promptly reimburse the City for such expenses. Notwithstanding any other provision of this Franchise, no acceptance by Inland of this Franchise shall be effective in the absence of such reimbursement. Subsequent to such reimbursement, any fees and/or charges imposed by the City upon Inland shall be as specified

above. Nothing in this section shall preclude the City from collecting from Inland fees lawfully imposed by the City (related to this Franchise or otherwise) such as permits and inspections.

Section 20. Utility Tax. Inland acknowledges that the City is authorized under the laws of Washington State to impose certain taxes upon Inland. Nothing in this Section 18 shall exempt (nor shall be construed to exempt) Inland from payment of any and all such taxes lawfully imposed by Spokane Municipal Code, as may hereafter be lawfully amended or superseded, and due from Inland; provided, nothing in this Section shall be construed in any many as a waiver of Inland's rights to contest the validity of any such tax or the amount of any tax due. If payment of such taxes is not made by Inland in a timely manner, the City reserves the right, at its sole option, to suspend the rights granted to Inland by this Franchise until such time that Inland pays such taxes or Inland and the City otherwise resolve any matter concerning payment thereof.

Section 21. Assignment of Franchise. All of the provisions, conditions and requirements herein contained shall be binding upon Inland and the City. Inland may not assign or otherwise transfer its rights, privileges, authority and franchise herein conferred without the prior written authorization and approval of the City, which such authorization and approval shall not be unreasonably withheld. The City hereby authorizes and approves Inland to mortgage its rights, privileges, authority and franchise in and under this Franchise to the Trustee for its bondholders.

#### Section 22. Severability and Survival

A. If any term, provision, condition or portion of this Franchise shall be held to be invalid such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of the sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

B. All provisions, conditions and requirements of this Franchise that may be reasonably construed to survive the termination or expiration of this Franchise shall survive the termination or expiration of the Franchise. Subject to Section 6 above, the parties' respective rights and interests under this Franchise shall inure to the benefit of their respective successors and assigns.

#### Section 23. Amendments to Contract

A. This Franchise may be amended only by mutual agreement thereto, set forth in writing in the form of a City ordinance, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the

laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation the Sections addressing indemnification and insurance) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by Inland of any and all of its rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

1. references this Franchise; and

2. states that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

Section 24. No Third Party Beneficiary. Nothing in this Franchise shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise shall not confer any right or remedy upon any person other than the parties. No action may be commenced or prosecuted against any party by any third party claiming as a third party beneficiary of this Franchise. This Franchise shall not release or discharge any obligation or liability of any third party to either party.

Section 25. Insurance. Inland shall procure and maintain for the duration of the Franchise, insurance, or in lieu thereof provide self-insurance, against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Inland, its agents, representatives or employees. Inland shall provide certificate(s) of insurance (Form CG2010ISO or equivalent) and/or evidence of self-insurance, together with an endorsement naming the City, its officers, elected officials, agents, employees, representatives, engineers, and volunteers as additional insured's, to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Franchise. Such certificate(s) of insurance and/or evidence of self-insurance shall evidence the following minimum coverage's:

- A. Comprehensive general liability insurance including coverage for premises-operations, explosions and collapse hazard, underground hazard and products completed hazard, written on an occurrence basis, with limits not less than:

- (1) \$2,000,000 for bodily injury or death to each person; and

- (2) \$2,000,000 for property damage resulting from any one accident.

- B. Automobile liability for owned, non-owned and hired vehicles with a limit of

\$2,000,000 for each person and \$2,000,000 for each accident.

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$2,000,000.

The liability insurance policies required by this Section shall be maintained by Inland throughout the term of this Franchise. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Inland. The insurance endorsement required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Inland's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of Inland's insurance and shall not contribute with it.

In addition to the coverage requirements set forth in this Section, the cancellation clause of the certificate(s) of insurance (ACORD Form 25 or equivalent) shall be modified to read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail sixty (60) days written notice to the certificate holder."

Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Inland shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

Section 26. Repealer. Upon the effective date of this ordinance and acceptance of such ordinance and franchise by Inland, Ordinance No. 27636 shall be deemed repealed.

Section 27. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect thirty (30) days after passage and publication of an approved summary thereof consisting of the title.

Passed by City Council \_\_\_\_\_.

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



\_\_\_\_\_ Date: \_\_\_\_\_  
David A. Condon, Mayor

ATTEST:

\_\_\_\_\_  
Terri L. Pfister, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Assistant City Attorney

**UNCONDITIONAL ACCEPTANCE BY INLAND POWER:**

I, the undersigned official of Inland Power and Light, am authorized to bind Inland Power and Light to unconditionally accept the terms and conditions of the foregoing City of Spokane Franchise Ordinance, which are hereby accepted by Inland Power and Light this \_\_\_\_ day of \_\_\_\_\_, 2012.

INLAND POWER AND LIGHT

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

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

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

STATE OF WASHINGTON )

) ss.

COUNTY OF SPOKANE )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Inland Power and Light, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public

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

My commission expires \_\_\_\_\_



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

01/07/2013

<b>Date Rec'd</b>	12/18/2012
<b>Clerk's File #</b>	ORD C34840
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	ELDON BROWN 625-6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0370-ALLEY VACATION-COWLEY & GRANT

**Agenda Wording**

Ordinance C34840 vacating the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley.

**Summary (Background)**

City Council held the first reading of Ordinance C-34840 on March 5, 2012. Since that time it has become necessary to modify the ordinance to change the legal description to more fully describe the vacation. This makes it necessary to have a new First Reading.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	TAYLOR, MIKE	<b>Study Session</b>	
<b>Division Director</b>	QUINTRALL, JAN	<b>Other</b>	
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	BURNS, BARBARA	sdecker@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	htrautman@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			

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

ORDINANCE NO.   C34840  

An ordinance vacating the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley

WHEREAS, a petition for the vacation of the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley in the southwest 1/4 of Section 17 Township, 25 North, Range 43 East, is hereby vacated. Alley is more fully described as Lot 11, Block 5, First Addition to Third Addition to Railroad which was dedicated for alley purposes. Parcel number not assigned.

Section 2. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

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

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

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

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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