



**CITY OF SPOKANE PARK BOARD
RIVERFRONT PARK COMMITTEE**

4 p.m. Monday, June 6, 2022
WebEx teleconferencing meeting
Jonathan Moog – Riverfront Park Director

Committee Members:

X Nick Sumner – Chair
X Kevin Brownlee
Hannah Kitz (absent/excused)
X Gerry Sperling

Park Board:

Jennifer Ogden

Parks Staff:

Fianna Dickson
Berry Ellison
Rhett McCall
Jonathan Moog

Summary

- The committee passed the following recommendation for the Park Board's approval consideration:
 - Riverfront Dog Park Naming
 - Sno Valley Process Solution Contract Amendment (\$65,000)
- The following were presented as informational items:
 - Stepwell and Seeking Place update
- The May 2022 operations report was presented.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. July 11, 2022, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Minutes

The meeting was called to order at 4:01 p.m. by committee chair Nick Sumner.

Public comment: None

Action Items:

A. [Riverfront Dog Park Naming](#) – *Jonathan Moog* presented. The Spokane Humane Society donated \$250,000 to the Spokane Parks Foundation's Campaign for Riverfront Spokane towards the construction of the dog park. They were given naming rights as part of the donation agreement and in alignment with Parks' naming policy. The name was discussed at the Land Committee in May which recommended that proposed name was too long. The new proposed name took that feedback into consideration. They are requesting the name: Spokane Humane Society Paw Park.

- **Motion #1** – Nick Sumner moved to recommend the Riverfront Dog Park Naming “Spokane Humane Society Paw Park”

Gerry Sperling seconded.

The motion carried with unanimous consent (3-0 vote).

The committee agreed to place this as a regular action item on the June 9 Park Board meeting agenda.

B. [Sno Valley Process Solution Contract Amendment \(\\$65,000\)](#) – *Jonathan Moog* presented. Riverfront Park has an existing time & material agreement (NTE \$30,000/year) with Sno Valley process Solution for seasonal support of the Ice Ribbon mechanical plant through September 2024. The contract amount is sufficient to cover seasonal start-up and shut down of the plant and minor miscellaneous repairs. A contract limit increase for 2022 is requested for additional corrective and preventive maintenance repairs. The Numerica Skate Ribbon has been open for five years and some components in the mechanical room require maintenance which have worn to due corrosive effects of brine and ammonia normally present in the system. These components include ammonia pressure relief valves (five-year shelf life), brine gauge ball isolation valve, pipe and connector replacement, ammonia safety sensor replacement, paint exposed pipe, and replace pipe insulation. This proposal exceeds the normal time and materials contract allowance with Sno Valley for seasonal startup/shut down maintenance. Approval is requested in in order to meet the 14-week parts lead time without impacting the upcoming ice season.

- **Motion #2** – Nick Sumner moved to recommend the Sno Valley Process Solution Contract Amendment (\$65,000)

Kevin Brownlee seconded.

The motion carried with unanimous consent (3-0 vote).

The committee agreed to place this as a consent action item on the June 9 Park Board meeting agenda.

Informational items:

- A. Stepwell and Seeking Place update – *Berry Ellison* presented. Several tiers of the sculpture have been installed, while others remain in fabrication. The epoxy used to fill the gaps around the steel reinforcement beams as the piece is installed has an optimal temperature range for use to economize the curing timeframe. Berry made it clear that the temperature does not affect the effectiveness or durability of the epoxy, simply the time to cure. The installation timeline of the piece, while affected by fabrication, also has been adjusted to make the most efficient use of the installation crew. Last September the installation began and approximately 40% of the installation has been completed. The sculpture was covered in tarps for the winter and when the tarps were removed the wood is in good shape and some clean up will take place this spring. It was suggested to potentially hold the grand opening of the piece in the spring of 2023 rather than the potentially snowy and icy conditions for a winter 2022 opening.

The fabrication of the Seeking Place art piece is nearly complete. Building plans have been completed and permitting is approved. The project was sent to bid and there was not much response. Contractors are so busy that there is not much interest in bidding on small projects like this currently. Berry is working with Spokane Arts and the artist as well as with contracts to look for interest to bid on this project. He hopes to get this back out to bid and have a contract in place before six weeks are up.

Standing report items:

- A. May 2022 operations report – *Jonathan Moog* presented. Highlights included: 1) Riverfront welcomes Roni Wenz and Brandii Burke as Event Specialists and John Gould has transferred from Park Operations as our Labor Foreperson, 2) Story Time at the Carrousel returned with 81 attendees at the first event, 3) the first Asian Native Hawaiian Pacific Islander festival was held in May with 20,000 attendees (ANHPI received the first Riverfront Park Venue Grant), 4) the Riverfront Story Walk opened to the public on May 13, 5) Riverfront Moves returned in May with seventeen fitness events scheduled through the summer, 6) the first AEG concert was unfortunately postponed to July 13 due to the artist contracting COVID, 7) the Red Wagon Meadow renovation project has begun with the repair and painting of the Red Wagon, pathway asphalt repair, landscaping improvements, and the replacement of the electronic message center, and 7) the zip line resolution was passed by City Council and the working group is hoped to be up and running by July.

Adjournment: The meeting was adjourned at 4:48 p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. July 11, 2022, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	June 6, 2022		
Requester	Jon Moog	Phone number: 625-6243	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Riverfront Dog Park Naming		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: The Spokane Humane Society donated \$250,000 to the Spokane Parks Foundation's Campaign for Riverfront Spokane towards the construction of the dog park. They were given naming rights as part of the donation agreement and in alignment with Parks' naming policy. They are requesting the name: Spokane Humane Society Paw Park.			
Motion wording: Motion to approve the name of the Riverfront dog park the "Spokane Humane Society Paw Park" for the life of the asset.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jon Moog Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

Spokane Park Board

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Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	2021-0625		
Item title: (Use exact language noted on the agenda)	Sno Valley Process Solution Contract Amendment (\$65,000)		
Begin/end dates	Begins:	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Riverfront Park has an existing time & material agreement (NTE \$30,000/yr) with Sno Valley process Solution for seasonal support of the Ice Ribbon mechanical plant through September 2024. The contract amount is sufficient to cover seasonal start-up and shut down of the plant and minor misc repairs. A contract limit increase for 2022 is requested for additional corrective and preventive maintenance repairs.			
Motion wording: Motion to approve to an amendment with Sno Valley Process Solution increase compensation to not to exceed \$65,000 for 2022.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jon Moog Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$35,000 Budget code: _____			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT

Title: **SCHEDULED AND ON-CALL
ICE RIBBON MAINTENANCE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **SNO VALLEY PROCESS SOLUTIONS, INC.**, whose address is 3302 McDougall Avenue, Everett, Washington 98201 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide for the City Scheduled and On-Call Ice Ribbon Refrigeration Maintenance; and

WHEREAS, a change or revision of the Work has been requested, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 4, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on October 1, 2021 and shall run through September 30, 2024.

3. AMENDMENT.

The original Contract is revised to include the following:

Change in compensation for only year one (1).

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, and applicable sales tax, for year one, and **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)**, per year thereafter, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SNO VALLEY PROCESS SOLUTIONS, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

None

M22-150



City of Spokane

Minor Contract Summary

Clerk File #
OPR 2021-0625

Destruct Date
01/01/2031

Cross Ref

Alt File #

Department Name*

PARKS - RIVERFRONT/ENTERTAINMENT

Department Project #

CR #

22916

Submitter

RMCCALL

Primary Contact

KEVIN SHARRAI

Primary Contact Email

KSHARRAI@SPOKANECITY.ORG

Starting Date

09/14/2021

Contractor/Consultant

Name\Contractor\Firm*

SNO VALLEY PROCESS SOLUTIONS, INC.

Contact Name

ANDREA CONTENTA

Contact Email

ANDREAC@SNOVALLEYPROCESS.COM

Address

3302 MCDOUGALL AVENUE

Remittance Address

City, State, Zip

EVERETT, WASHINGTON 98201

Remittance City, State, Zip

Summary of Services

Description*

Provide scheduled and on call maintenance services for the Numerica Ice Ribbon at Riverfront Spokane

Special Instructions for Clerks Office

Contract Cost

Amount

\$30,000.00

Budget Code*

1400-54311-76810-54201-47120

Notes

\$30K ANNUALLY

Total Amount*

\$90,000.00

Effective Date*

10/01/2021

Expiration Date*

09/30/2024

Contract Type*

NEW CONTRACT

Park Committee

RIVERFRONT

If new vendor, W-9 and ACH form has been submitted to Accounting*

NO

Quotes (per Purchasing Policy to be kept on file in Dept.)*

YES

Insurance Certificate (attach to the contract)*

YES

City Business Registration (attach verification that a current business license number exists)*

YES

Band Funded *
NO

Requires Internal Risk Assessment Review *
NO

If Public Works Contract, Contractor has been notified of State Law requirements. *
YES

Grant Related (If the contract is grant related, the Grants Management Department must approve) *
NO

Is this a Lease? *
NO

Electronic Approvals

Accountant for Review *
MQURESHI

Additional Review (Optional)

Accountant
QURESHI, MEGAN
Date
09/14/2021

Department Head
MOOG, JONATHAN
Date
09/14/2021

Division Head
JONES, GARRETT
Date
09/14/2021

Grants (If applicable)
Date

Distribution List

Contractor Email
andreac@snovalleyprocess.com

Dept Contact Email
ksharrai@spokanecity.org

Additional Email

Additional Email

Additional Email

Contract Accounting Email
parksaccounting@spokanecity.org

Taxes and Licenses Email
tax&licenses@spokanecity.org

Additional Email

Additional Email

Additional Email

Save

City Clerk's No. 2021-0625



City of Spokane
Parks and Recreation Department

**Preventative Maintenance
AGREEMENT**

**Title: SCHEDULED AND ON-CALL
ICE RIBBON MAINTENANCE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **SNO VALLEY PROCESS SOLUTIONS, INC.**, whose address is 3302 MCDOUGALL AVENUE, EVERETT, WA. 98201, as ("Contractor") individually hereafter referenced as a "party", and together as the "parties", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Scheduled and On-Call Ice Ribbon Refrigeration Maintenance; and

WHEREAS, the Contractor was selected through PW ITB 5502-21.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2021, and ends on September 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This contract may be renewed for one (1) one-year option with the total contract period not to exceed four (4) years .

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in PW ITB 5502-21, which is attached as Attachment C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)**, per year, plus applicable tax, in accordance with the hourly rates stated in Attachment, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. All invoices should include the City Clerk File No. "OPR 2021-0625" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

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

6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

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

B. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

For contracts in excess of \$10,000, the Contractor and each subcontractor required to

pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

10. **INSURANCE.**

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

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

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

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **SUBCONTRACTOR RESPONSIBILITY.**

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. **INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or

responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. **CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. **MISCELLANEOUS PROVISIONS.**

A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

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

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public**

records and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**SNO VALLEY PROCESS
SOLUTIONS, INC.**

DocuSigned by:
By Andrea Contenta
Signature 97EF82244B1... Date 10/4/2021

Andrea Contenta
Type or Print Name

President/CEO
Title

Attest:

DocuSigned by:
Jim K. Hester
City Clerk CC56CBA4DCC84D6...

**CITY OF SPOKANE
PARKS AND RECREATION**

DocuSigned by:
By Garrett Jones
Signature 056768E7AE074B0... Date 10/4/2021

Garrett Jones
Type or Print Name

Director, Parks and Recreation
Title

Approved as to form:

DocuSigned by:
Timothy Szambelan
Assistant City Attorney 00555136240443

Attachments that are part of this Agreement:

Attachment A – Debarment Certification
Attachment B - Certification of Compliance with Wage Payment Statutes
Attachment C – PW ITB 5502-21

M21-176

DS

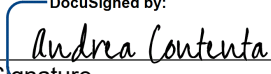


ATTACHMENT A**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

Sno Valley Process Solutions, Inc. Name of Subrecipient / Contractor / Consultant (Type or Print)	 Program Title (Type or Print)
Andrea Contenta Name of Certifying Official (Type or Print) President/CEO Title of Certifying Official (Type or Print)	DocuSigned by:  Signature 10/4/2021 Date (Type or Print)



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (10/4/2021), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Sno Valley Process Solutions, Inc.

Bidder's Business Name

DocuSigned by:

Andrea Contenta

Signature of Authorized Official*

Andrea Contenta

Printed Name

President/CEO

Title

10/4/2021

Date

Everett

City

Washington

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

N/A

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C

Scope:

- Perform daily inspections and operational adjustments to the Mechanical Refrigeration system for the Ice Ribbon. (Either in-person or remotely). At least one inspection to be conducted on-site each week during active operation (Nov-March 15 approx.).
- Coordinate chemical test of brine supply and condenser water treatment monthly while in operation. *(a separate company is contracted for the condenser water treatment)*
- Monitor system remotely and respond to any emergency situations
- Perform complete start-up of the system plant (estimated timeframe Nov 1-Nov 15).
- Perform complete shut-down of the system plant at end of season (March 1-15).
- Monitor system in the off season. Cycling Brine system at recommended frequency.
- In the event of equipment failure, piping issues, valve issues, seals, etc., it is expected that repairs will be covered per the time and material quotes.

Description of Service to be Provided

Scope to include a predictive/preventative maintenance program for the mechanical cooling equipment listed, proper inspection, maintenance, and diagnosis of the equipment that provide refrigeration for the Ice Ribbon Facility.





The successful company will provide a comprehensive maintenance program that will ensure peace of mind during critical operation times of the equipment.

- YEARLY plant startup and plant shutdown visits will be performed each year. The startup service will prepare and initially start the plant operation, and the shutdown service will prepare the plant for dormant plant conditions.
- WEEKLY preventative maintenance visits to be performed each week on listed equipment during operational period from November through Mid-March (depending on weather conditions) of each operating season.
- DAILY operational checks will be performed on the listed equipment during the operational period from November through Mid-March of each operating season via remote access server.
- All maintenance visits will be coordinated with appropriate jobsite personnel to determine the best and most convenient time to service the listed equipment, which aims to reduce the impact to end users.
- All maintenance will be performed according to manufacturer recommendations and standard field determined needs.

- Riverfront Staff will be involved with progress updates, unit status, identified deficiencies, and determination of best course of action for quick and swift resolution of any issues pertaining to equipment.

List of Equipment

Professional grade maintenance services will be performed on the listed air conditioning equipment below, in accordance with the scope of work listed later in this agreement.

EQUIPMENT TYPE	MANUFACTURER	MODEL #	SERIAL #	RATING
Ice Plant System 	CIMCO	A1200137	N/A	
Reciprocating Compressor 	CIMCO	C9-04A	17571	
Reciprocating Compressor 	MYCOM	N4MII	4110582	
Cooling Tower 	Baltimore Air Coil	CVHE-032F	L84L23270	

Additional Requested Services

- Provide yearly ammonia testing for moisture, suspended solids, etc.—and furnish report one time per agreement year.
- Provide all required ammonia alarm testing and reporting as required by the Authority Having Jurisdiction (AHJ).
- Provide yearly brine testing for corrosion inhibitor levels, suspended solids, etc. -- and furnish report one time per agreement year.
- Monitor plant for mechanical and ammonia alerts and alarms. Provide 24/7/365 emergency response. On site labor to be additional at discounted agreement holder rates.
- Monitor system in off season. Provide bi-weekly cycling of brine pumps, check mechanical room integrity and temperatures.
- In the event of chemical discharge or release coordinate all required cleanup, disposal, and reporting to all AHJ.
- Contractor will coordinate any possible warranty repair work with appropriate parties.

Annual Preventive Maintenance & Inspection Program For Ammonia Ice Rink and Ribbon Facilities

ANNUAL STARTUP INSPECTION AND MAINTENANCE SERVICE

The following tasks are performed once each year during a shutdown period in order to properly evaluate equipment status and prepare unit for reliable operations:

- Check static oil level in each compressor
- Check each compressor oil heater for proper operation
- Check and verify each compressor coupling for bolt tightness
- Check oil level in oil separator vessel near evaporator
- Check oil separator at evaporator and verify heater is working correctly
- Check each motor starter (VSD/Soft Start) for proper cooling fan operation, and all electrical connections for integrity
- Record standby main and control voltages
- Review the Control Panel for setpoints, settings, history buffer
- Review pressure gauge and temperature thermometer accuracy
- Review water treatment system and coordinate with separately contracted company to ensure proper treatment, dosing, conductivity, etc.
- Check cooling tower to include direct drive or belt driven fans, blades, motors
- Check for proper cooling tower makeup water circuit operation

- Check all plant water pumps, to include cooling tower, brine, ice melt, etc. Check for noisy bearings, proper coupling tightness, leaks, insulation, etc.
- Provide “additional listed services” as listed, such as Ammonia testing, Brine testing, etc.
- Check and verify Ammonia Leak Detection System
- Startup plant
- Verify all operating conditions, head pressures, zone brine temperatures, etc. This is a multiple day service in which the plant is operated and adjusted for exact outside temperatures and conditions
- Check for proper heat transfer at the evaporator, condenser and each zone.
- Check unloader operation (mechanical, electrical, or motor drive).
- Check operation of evaporator level control system and operating ammonia level in evaporator.
- Provide report on all finding, recommended corrective actions, and repair as necessary.

SHUTDOWN SERVICE

The following tasks prepare the equipment for dormant and intermittent operation:

- Pump down ammonia system to acceptable levels and pressures
- Shut down and drain cooling tower, makeup water, etc. to prevent off season damage
- Shut down brine system.
- Check all compressor heaters for proper operation
- Change compressor oil in each compressor.
- Change compressor oil filter in each compressor
- Shut down water treatment season (condenser water)
- Check for proper mechanical room ventilation operation, heater operation
- Check for proper Ammonia Detector operation
- Visually check for oil, refrigerant, and brine leaks in entire plant.
- Grease/lubricate all motor bearings to be prepared for next season startup.

OPERATING SEASON INSPECTIONS

The following inspection items ensure the unit is operating reliably and efficiently through the operating season:

- Check the general condition and operation of the unit/system
- Check for proper oil levels and refrigerant charge
- Check the oil temperature and oil sump heater operation
- Check the operation of all controls
- Visually check for oil, refrigerant, brine or water leaks
- Check operation of Variable Speed Drive
- Check full load operation (when available), including proper cooler approach, condenser subcooling, amp draw and tonnage

- Review control panel history and alarm buffer, investigating root-cause and corrective action
- Check oil return system and effectiveness of oil return
- Blow down excess oil as necessary and add oil as necessary to equipment.
- Check and verify receiver ammonia level
- Check and verify operation of refrigerant level control at evaporator
- Log machine operating conditions
- Provide service report for each inspection performed

DORMANT SEASON INSPECTIONS

The following inspection items ensure the unit/system is operating reliably and efficiently through the operating season:

- Check the oil temperature and oil sump heater operation.
- Visually check for oil, refrigerant, brine or water leaks.
- Check and verify receiver ammonia level.
- Cycle Brine pumps as necessary.
- Provide service report for each inspection performed.

GENERAL TASKS

The following tasks are performed at each visit to properly service the equipment:

- Equipment consultation with the operator to review operating conditions
- Review operating procedures and owner's log with operator
- Log operating conditions after the system and unit/system is stabilized.
- Provide a complete report to owner with any recommendations for repairs or unit upgrading with a formal proposal prior to completing work
- Repair insulation removed for inspection and maintenance procedures
- Clean equipment and surrounding areas upon completion of work.

Bid Response Summary

Bid Number PW ITB 5502-21
Bid Title Scheduled and On Call Ice Ribbon Maintenance
Due Date Tuesday, August 31, 2021 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company keith@snovalleyprocess.com
Submitted By keith@snovalleyprocess.com keith@snovalleyprocess.com - Tuesday, August 31, 2021 11:30:08 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments keith@snovalleyprocess.com

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for Scheduled and On Call Ice Rink Maintenance services for the City of Spokane Parks & Recreation Department.	I acknowledge and agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge and agree
	QUALIFICATION	Contractor must have a minimum of three (3) Ammonia Refrigeration Technicians on staff during the duration of the contract that is awarded from this PW ITB. Each technician must have extensive experience with ICE RINK type of work and Ammonia Refrigeration.	I acknowledge and agree
	QUALIFICATION	Upload Resume's for the Ammonia Refrigeration Technicians you have on staff and that will be working on this contract.	SnoValleyResume_RibbonAllTechs2021.pdf
	QUALIFICATION	Contractor must demonstrate experience in correlating Ammonia Refrigeration with maintenance of Ice surface and slab temperatures.	I acknowledge and agree
	QUALIFICATION	Contractor must furnish (upload here) a minimum of three (3) references to include name, telephone number and email address of customer contact from other clients and any Ice Rink type clients for reference in Eastern Washington/Idaho region.	RiverfrontPark_PastPerformanceList2021.doc
	QUALIFICATION	Contractor must have a 24/7/365 answering service and call out procedure. Provide telephone number and process here.	1-877-SNO-VALY is our 24 hr, 365 day a year contact emergency phone number. Caller is to state they are with the City of Spokane and have an emergency call. They are to leave their name and call back number. A technician is contacted and a return call is usually placed to the caller within 30 minutes, 1 hour at the latest. Additionally, each mechanic assigned to this contract will leave their contact number with the equipment and POC for the maintenance department of the Riverfront Park Ice Ribbon to contact 24/7/365 directly with any questions or concerns.
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates and most favorable service completion timeline through the end of April, 2022. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for one (1) one-year option with the total contract period not to exceed four (4) years .	I acknowledge and agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and agree

GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and agree
INVOICING	Invoices must be submitted to Parks & Recreation within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2021-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be mailed to Parks & Recreation, 5th Floor City Hall, 808 West Spokane Falls Blvd., Spokane WA, 99201	I acknowledge and agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	Standard employee numbers for this scope of work is 2 employees for shutdown and startup service depending on task, and one employee for dormant and operational inspections
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge and agree
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Keith Envolsen, (509) 710-0500 keith@snovalleyprocess.com
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and agree
1.	A payment/performance bond is NOT required	I acknowledge and agree
2.	Statutory retainage is NOT required	I acknowledge and agree

B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and agree
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intent and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	I acknowledge and agree
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and agree
D.	Statement of Intent	Yes
1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and agree
E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge and agree
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes

1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" above - explain here what you are taking exception to.	
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
Scope of Work	The Contractor acknowledges that he has read and understands the document entitled "PW ITB #5502-21 Scope of Work" in the Documents tab.	I acknowledge and agree
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	I acknowledge and agree
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge and agree
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Bid Section below for the actual repair performed.	I acknowledge and agree
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	If this is in regards to the preventative maintenance related to this RFP, it would be the duration of the contract period since this work is spread out over the duration of the contract. Regarding additional, unforeseen repairs, it is a case by case review.
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
Pricing	Each individual project will require approval in advance by POC (Point of Contact) that initiated the call. Invoices must be submitted within thirty (30) days to the City, and must include detail pricing, point of contact that initiated the service request and approval for work.	I acknowledge and agree
Non-Emergency Calls	Non-emergency repairs, contractor shall be onsite within 24 hours of notification. On average it is estimated that there is 7 calls per year that could result in an estimated annual total of 14 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree

Emergency Calls	Emergency calls, contractor shall be onsite within 1 hour of notification. On average it is estimated that there is 3 Emergency calls per year that could result in an estimated annual total of 6 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree
BID		
Bid Offer	We are using 10 - 2 hour calls for evaluating purposes – 70% are non-emergency calls and 30% emergency calls.	I acknowledge and agree
Straight Time Rate	Hourly Rate -	\$195.00
Overtime Rate	Hourly Rate -	\$275.00
Holiday Rate	Hourly Rate -	\$340.00
Emergency Work Rate\After Straight Rate	Hourly Rate -	\$275.00
Material Cost	Materials and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items exceeding \$250.00. The Contractor may be requested to provide invoices for any items at the discretion of the City of Spokane. Cost plus _____ percent	25%
Material Cost	(Percent Markup 1.00 + 0.00%) x \$55,000.00 =	\$68,750.00
Material Cost	(Example 1 + .15% markup x \$55,000.00 = \$63,250) \$55,000 is only an estimate being used for evaluation purposes	Yes
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	none
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	Subcontractor List under \$1M.docx
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	SNOVAVP942DW
#2	Provide Contractor's U.B.I. Number	602495989
#3	Provide Contractor's Washington Employment Security Department Number	342660 00 9
#4	Provide Contractor's Washington Excise Tax Registration Number	602 495 989
#5	Provide Contractor's City of Spokane Business Registration Number	T12074436BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge



2420 38th Street, Suite A
 Everett, WA 98201
 877.SNO.VALY (766.8259)
 Affiliations: MSCA, IIAR, ACCA

Job Title:	HVAC/Refrigeration Technician	Name:	Keith Envolsen
Department/Group:	HVAC Division	Years of Experience:	25 Years
HR Contact Information:			
FAX OR E-MAIL: (425) 259-3174 or c.paschal@snovalleyprocess.com Subject Line: Attention: HR Department		MAIL: Cherie Paschal Sno Valley Process Solutions, Inc. 2420 38 th Street, Suite A Everett, WA 98201	
WORK EXPERIENCE			
Keith Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including: <ul style="list-style-type: none"> Maintain, troubleshoot and repair various chilled water and control systems: <ul style="list-style-type: none"> Preventative maintenance inspections Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers Chiller start-up and commissioning as York factory representative for 7 years Chiller start-up and commissioning as Carrier factory representative for 3 years Chiller start-up and commissioning as SMARDT local representative (Current) Design and implement custom maintenance programs for customers with Federal requirements including: <ul style="list-style-type: none"> CH2M Hill Plateau Remediation General Services Administration (GSA) USACE US Department of Energy 			
QUALIFICATIONS AND EDUCATION			
<ul style="list-style-type: none"> UA Local 32 Plumbers & Pipefitters 5 year Apprenticeship Program (2) Year Associates Degree in Refrigeration and Thermodynamics York Factory Trained EPA Certificaton (Universal) 7 years work experience at York International performing installation, service and repair of centrifugal, scroll and screw chillers 3 years work experience at Carrier performing installation, service and repair of centrifugal, scroll and screw chillers 15 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work. 			
Reviewed By:	Andrea Contenta	Date:	January 3, 2021
Last Updated By:	Andrea Contenta	Date/Time:	January 3, 2021



2420 38th Street, Suite A
 Everett, WA 98201
 877.SNO.VALY (766.8259)
 Affiliations: MSCA, IIAR, ACCA

Job Title:	HVAC/Refrigeration Technician	Name:	Russ Johnson
Department/Group:	HVAC Division	Years of Experience:	30 Years
HR Contact Information:			
FAX OR E-MAIL: (425) 259-3174 or c.paschal@snovalleyprocess.com Subject Line: Attention: HR Department		MAIL: Cherie Paschal Sno Valley Process Solutions, Inc. 2420 38 th Street, Suite A Everett, WA 98201	
WORK EXPERIENCE			
Russ Johnson has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including: <ul style="list-style-type: none"> Maintain, troubleshoot and repair various chilled water and control systems: <ul style="list-style-type: none"> Preventative maintenance inspections Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers Chiller start-up and commissioning as Daiken/McQuay factory representative for 6 years Design and implement custom maintenance programs for customers with Federal requirements including: <ul style="list-style-type: none"> Battelle Northwest General Services Administration (GSA) US Department of Defense – Air Force 			
QUALIFICATIONS AND EDUCATION			
<ul style="list-style-type: none"> UA Local 32 Plumbers & Pipefitters 5 year Apprenticeship Program (2) Year Certificate in Refrigeration and Thermodynamics Daiken/McQuay Factory Trained EPA Certification (Universal) 6 years work experience at Daiken/McQuay performing installation, service and repair of centrifugal, scroll and screw chillers 6 years work experience at Haynes Mechanical performing installation, service and repair of centrifugal, scroll and screw chillers 5 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work. 			
Reviewed By:	Andrea Contenta	Date:	January 3, 2021
Last Updated By:	Andrea Contenta	Date/Time:	January 3, 2021



2420 38th Street, Suite A
 Everett, WA 98201
 877.SNO.VALY (766.8259)
 Affiliations: MSCA, IIAR, ACCA

Job Title:	HVAC/Refrigeration Technician	Name:	Jack Envolsen
Department/Group:	HVAC Division	Years of Experience:	3 Years
HR Contact Information:			
FAX OR E-MAIL: (425) 259-3174 or c.paschal@snovalleyprocess.com Subject Line: Attention: HR Department		MAIL: Cherie Paschal Sno Valley Process Solutions, Inc. 2420 38 th Street, Suite A Everett, WA 98201	
WORK EXPERIENCE			
Jack Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including: <ul style="list-style-type: none"> • Maintain, troubleshoot and repair various chilled water and control systems: <ul style="list-style-type: none"> - Preventative maintenance inspections - Chiller overhauls including centrifugal, screw, recip, and scroll chillers - Heat Exchanger Tube Replacement on Ammonia Evaporators - Brine, Chilled Water, and Condenser Water Pump Impeller and Shaft Seal Replacement. - Laser Shaft Alignment of various motors to compressors and pumps. - Experience with remote call out and monitoring services. 			
QUALIFICATIONS AND EDUCATION			
<ul style="list-style-type: none"> • UA Plumbers and Pipefitters MES Program • EPA Certification • 3 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work. 			
Reviewed By:	Andrea Contenta	Date:	August 28, 2021
Last Updated By:	Andrea Contenta	Date/Time:	August 28, 2021



Riverfront Park – Past Performance List Similar Contracts 2021

Below is a list of similar maintenance and repairs contracts the Sno Valley Process Solutions has been involved with in this region for your information and records:

Riverfront Park

Contact Information

Kevin Sharrai
Maintenance Lead
K.Sharrai@spokanecity.org
(509) 934-0505

Eastern Washington University

Contact Information

David Early
Director, Recreation and Athletic Facilities
dearly@ewu.edu
(509) 359-2308

Spokane Arena

Contact Information

Bill Poffenroth
Lead Engineer
bpoffenroth@spokanepfd.org
(509) 990-6767

Frontier Ice Arena

Contact Information

Vince Hughes
Lead Engineer
info@kyro.org
(509) 990-1626

SUBCONTRACTOR LIST

PROJECT NAME: Riverfront Park Ice Ribbon Ammonia Plant Maintenance

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

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