

# **THE CITY OF SPOKANE**

## **CITY COUNCIL**

### **PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY COMMITTEE**



### **AGENDA FOR 1:15 P.M. MONDAY, JULY 15, 2024**

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 PM July 15, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2494 546 4105; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 3<sup>rd</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

## **AGENDA**

- . **Call To Order**

- . **Approval of Minutes from July 15, 2024**

- . **Discussion Items**

1. 5200 – RESOLUTION FOR 2024 RETAIL WATER SERVICE AREA AMENDMENTS - MARLENE FEIST (10 minutes)
2. ESTABLISHING THE CLIMATE RESILIENCE AND SUSTAINABILITY BOARD - ADAM MCDANIEL & KELLY THOMAS (5 minutes)
3. 4500-SOLID WASTE COLLECTIONS SBO-SIP LOAN REQUEST FOR TRUCK PURCHASES - CHRIS AVERYT (10 minutes)
4. 1680- HOUSING NAVIGATION CENTER OPERATOR AND PRIMARY SERVICE PROVIDER RFP - ARIELLE ANDERSON (0 minutes)
5. EXTENSION OF MAYORAL APPOINTEE -- INTERIM POLICE CHIEF - MAGGIE YATES (5 minutes)
6. EXTENSION OF MAYORAL APPOINTEE – INTERIM CHIEF INNOVATION OFFICE - ADAM MCDANIEL (5 minutes)
7. EXTENSION OF MAYORAL APPOINTEE -- INTERIM PARKS DIRECTOR - ADAM MCDANIEL (5 minutes)
8. STANDING REPORTS AND UPDATES - (5 minutes)

- . **Consent Items**

1. 4320 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICE TO ACI NORTHWEST, INC (WASTEWATER MANAGEMENT)
2. 5200 – REIMBURSEMENT AGREEMENT WITH SPOKANE TRANSIT AUTHORITY (PUBLIC WORKS)
3. 4250 - CONTRACT AMENDMENT WITH GSI WATER SOLUTIONS FOR WELL ELECTRIC STUDY (INTEGRATED CAPITAL MANAGEMENT)

- . **Executive Session**

Executive Session may be held or reconvened during any Public Infrastructure, Environment & Sustainability Committee meeting.

- . **Adjournment**

- . **Next Meeting**

**Next Public Infrastructure, Environment & Sustainability Committee**

The next meeting will be held at the regular date and time of **1:15 PM. August 19, 2024.**

**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 is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlowmaster@spokanecity.org](mailto:mlowmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 07/15/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

7/3/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 08/12/2024

**Submitting Dept**

PUBLIC WORKS

**Bid #**

**Contact Name/Phone**

MARLENE FEIST 625-6505

**Requisition #**

**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

5200 – RESOLUTION FOR 2024 RETAIL WATER SERVICE AREA AMENDMENTS

### **Agenda Wording**

RESOLUTION relating to modification of the City's Retail Water Service Area (RWSA) to amend the RWSA boundaries to include areas within the current Spokane County Urban Growth Area (UGA) boundaries and authorizing amendment of the City's RWSA map.

### **Summary (Background)**

The City periodically modifies the retail water service boundaries and consistently has approved water service requests within the Spokane County Urban Growth Area (UGA). To promote operational and administrative efficiency, the Retail Water Service boundaries should be consistent with the UGA boundaries.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

**Amount**

**Budget Account**

Select

\$

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Select

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## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	MILLER, KATHERINE E		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	JONES, GARRETT		
<b>Distribution List</b>			
jrhall@spokanecity.org		eraea@spokanecity.org	
mfeist@spokanecity.org		publicworksaccounting@spokanecity.org	
eschoedel@spokanecity.org			

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	July 15, 2024
<b>Submitting Department</b>	Public Works
<b>Contact Name</b>	Marlene Feist, Elizabeth Schoedel
<b>Contact Email &amp; Phone</b>	<a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> , <a href="mailto:eschoedel@spokanecity.org">eschoedel@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 min
<b>Agenda Item Name</b>	Resolution 2024 RWSA Amendments UGA
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City's Comprehensive Water System Plan (CWSP) on file with the Department of Health defines existing water service areas, retail water service areas, and future water service areas. The City periodically modifies the retail water service boundaries and consistently has approved water service requests within the Spokane County Urban Growth Area (UGA). To promote operational and administrative efficiency, the Retail Water Service boundaries should be consistent with the UGA boundaries. The attached resolution includes exhibit A to map all the existing UGA areas. Over time as the UGA areas are added, the intent would be to match those areas with the retail water service area once the new UGA area has been approved and after any challenge period has ended.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <small>Click or tap here to enter text.</small> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <small>Click or tap here to enter text.</small>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities?</li> </ul>	

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

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

N/A

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

N/A

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

This resolution is consistent with the City's Water System Plan and long term Planning goals

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

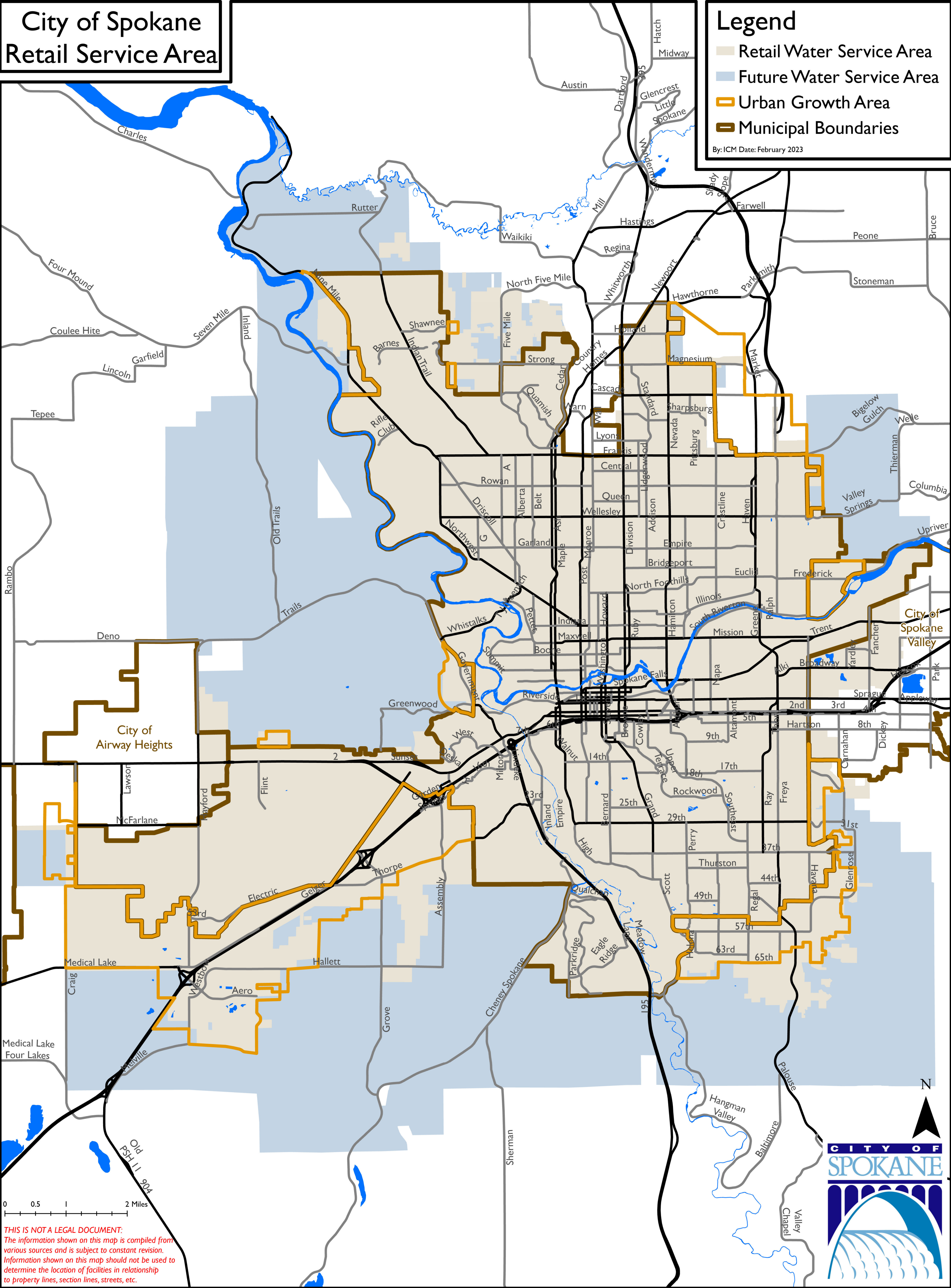


# City of Spokane Retail Service Area

## Legend

- Retail Water Service Area
- Future Water Service Area
- Urban Growth Area
- Municipal Boundaries

By: ICM Date: February 2023



**THIS IS NOT A LEGAL DOCUMENT:**  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.





## **RESOLUTION 2024 \_\_\_\_\_**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to amend the RWSA boundaries to include areas within the current Spokane County Urban Growth Area (UGA) boundaries and authorizing amendment of the City's RWSA map on file with the Washington State Department of Health.

WHEREAS, pursuant to the Washington State Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's (City) Comprehensive Water System Plan (CWSP) pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, within the CWSP, the City has a defined RWSA and Future Water Service Area (FWSA) within Spokane County; and

WHEREAS, the FWSA encompasses areas located inside and outside the UGA boundaries as defined under the state Growth Management Act; and

WHEREAS, the City's policy has consistently been to approve water service requests to serve those properties located within the UGA boundaries and outside the City's boundaries, all located within the City's Future Water Service Area; and

WHEREAS, in accordance the Spokane Municipal Code and to promote operational and administrative efficiency, the RWSA should be amended to be consistent with and mirror the UGA boundaries; and

WHEREAS, the Spokane City Council finds modification of the City's RWSA to include properties located within the defined UGA boundaries as reflected in the attached map, Exhibit "A" is in the public interest; and

WHEREAS, the Spokane City Council understands the UGA boundaries will change from time to time and understands the RWSA should mirror the final approved amendments to the UGA boundaries, approval only after any and all appeal timeframes have passed and any appeals have been resolved; --NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved and shall reflect the boundaries consistent with the current Spokane County Urban Growth Area boundaries as they exist as of this Resolution within the City's designated water service areas, and as may be amended from time to time following any and all appeal timeframes.

2) When the Urban Growth Area boundaries are expanded, any water requests shall be held in abeyance until such time as all appeals are finalized.

3) Staff is authorized to amend the City's Water Service Area map, as contained in the City's Comprehensive Water System Plan on file with the Washington State Department of Health consistent with this Resolution.

Adopted and approved by City Council \_\_\_\_\_, 2024.

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

Approved as to Form:

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



## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 07/15/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

7/2/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 08/12/2024

**Submitting Dept**

MAYOR

**Bid #**

**Contact Name/Phone**

ADAM 6779, 6776

**Requisition #**

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON

**Agenda Item Name**

ESTABLISHING THE COMMUNITY RESILIENCE AND SUSTAINABILITY BOARD

### **Agenda Wording**

This ordinance will create the Climate Resilience and Sustainability Board (CRSB). It repeals the Sustainability Action Committee (SMC 04.36) that was not empaneled by the previous two administrations.

### **Summary (Background)**

The Climate Resilience and Sustainability Board is made up of up to 15 members. The role of the Climate Resilience and Sustainability Board is to: serve as the Climate Policy Advisory Committee for the Climate portion of the Comprehensive Plan and provide recommendations to the Mayor and Council on policies and funding opportunities that advance the goals and priorities of the Sustainability Action Plan and Climate Element of the Comprehensive Plan.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

**Amount**

**Budget Account**

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### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	7/15/2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel   Kelly Thomas
<b>Contact Email &amp; Phone</b>	amcdaniel@spokanecity.org
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion             Time Requested: 5 minutes
<b>Agenda Item Name</b>	Establishing the Climate Resilience and Sustainability Board
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>This ordinance will create the Climate Resilience and Sustainability Board (CRSB). It repeals the Sustainability Action Committee (SMC 04.36) that was not empaneled by the previous two administrations.</p> <p>The Climate Resilience and Sustainability Board is made up of up to 15 members with broad representation including members from communities facing disproportionate environmental disparities, individuals with expertise in climate planning or emergency management, entrepreneurs with experience implementing sustainability initiatives, and students from local high schools and universities.</p> <p>The role of the Climate Resilience and Sustainability Board is to: serve as the Climate Policy Advisory Committee for the Climate portion of the Comprehensive Plan and provide recommendations to the Mayor and Council on policies and funding opportunities that advance the goals and priorities of the Sustainability Action Plan and Climate Element of the Comprehensive Plan.</p> <p>The Board's work plan is adopted annually by the City Council.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Reallocation Is this funding source sustainable for future years, months, etc?	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	

<b>Operations Impacts</b> (If N/A, please give a brief description as to why)
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This board seeks representation from impacted community members and from historically underrepresented geographic areas or marginalized communities, including communities of color and areas of the city of Spokane that are subject to disproportionate environmental and health disparities.</p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>The Board will consider the effect of its policy and recommendations on impacted community members and will consider the effect on historically underrepresented geographic areas or marginalized communities, including low-income and communities of color and areas of the city of Spokane that have been subject to disproportionate environmental and health disparities</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>The board will work from an annual work plan. Execution of that plan will be part of the data collected determining the effectiveness of the Board.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>This board aligns with and is charged with providing recommendations to implement the Comprehensive Plan and Sustainability Action Plan. It was also recommended as part of the Mayor's Transition Committee.</p>

ORDINANCE NO \_\_\_\_\_

An ordinance creating the Climate Resilience and Sustainability Board (CRSB); repealing Chapter 04.36 of Title 04 the Spokane Municipal Code; creating a new Chapter 04.41 to Title 04 of the Spokane Municipal Code.

**WHEREAS**, the City of Spokane produced its first Sustainability Action Plan in 2009; and

**WHEREAS**, the Spokane City Council officially adopted the City's first Sustainability Action Plan by an ordinance (No. C35519; SMC 15.05.030 B.) in 2017, which included a recommitment to the City's Greenhouse Gas Reduction Goals; and

**WHEREAS**, a 2018 ordinance (No. C35668; SMC 04.36) created the Sustainability Action Committee; and

**WHEREAS**, the Sustainability Action Committee was not empaneled by the Condon or Woodward administrations; and

**WHEREAS**, in 2018 the City Council created the Sustainability Action Subcommittee, reporting to the Council's Public Infrastructure, Environment and Sustainability Committee, to help move the City forward on sustainability and climate action (Resolution No. 2018-0110); and

**WHEREAS**, in 2021 the Spokane City Council adopted an updated Sustainability Action Plan that was developed by the City Council's Sustainability Initiatives Manager and the Sustainability Action Subcommittee in a multi-year process that engaged a large number and wide variety of community members and included six months of community engagement in reviewing the plan, and

**WHEREAS**, the 2021 Sustainability Action Plan established Goal 4, TL8, "Update the comprehensive plan to incorporate climate action and updated sustainability goals", and

**WHEREAS**, in 2021 the City Council codified in SMC 15.05.060 various reporting requirements concerning the status and progress of the City's efforts to implement the City's Sustainability Action Plan, and

**WHEREAS**, Mayor Brown's Transition Team committee focused on *Building a Resilient Future* recommended the creation of a Community Resiliency and Sustainability Board and further recommended the Sustainability Action Plan be integrated into the City's Comprehensive Plan; and

**WHEREAS**, the City is embarking on an update to the Comprehensive Plan to include a "Climate Element" with resilience and greenhouse gas emissions mitigation sub-elements as required by an update to the Growth Management Act that was adopted by

the State Legislature in 2023; and

**WHEREAS**, the legislation anticipates robust public engagement, and guidance provided by the Washington State Department of Commerce recommends the establishment of a “Climate Policy Advisory Committee” of community volunteers and other stakeholders to help shape the new Climate Element; and

**WHEREAS**, the City of Spokane seeks to bring people together to identify the co-benefits of sustainable actions and to move our community towards resilience in the face of climate change; and

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** Chapter 04.36 entitled “Sustainability Action Committee” of Title 04 of the Spokane Municipal Code is repealed:

**Section 2.** There is enacted a new chapter 04.41 to Title 04 of the Spokane Municipal Code to read as follows:

Chapter 04.41	Climate Resilience and Sustainability Board
04.41.010	Purpose
04.41.020	Membership
04.41.030	Appointment and Term
04.41.040	Officers
04.41.050	Ancillary Powers
04.41.060	Duties and Responsibilities
04.41.070	Environmental Justice Considerations
04.41.080	Removal of Board Members

**04.41.010 Purpose**

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community’s sustainability and climate goals consistent with the City’s Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

**04.41.020 Membership**

A. The Climate Resilience and Sustainability Board shall consist of up to fifteen (15) voting members committed to achieving the goals of SMC Chapter 15.05 and implementing the policies and recommendations of the Sustainability Action Plan and the Climate Component of the Comprehensive Plan.

B. The Climate Resilience and Sustainability Board membership will consist of diverse and broad representation including but not limited to:

- 1) members of impacted communities facing disproportionate environmental and health disparities;
- 2) individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;
- 3) business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and
- 4) students of secondary and postsecondary education institutions within the city of Spokane.

C. Climate Resilience and Sustainability Board members shall be at least sixteen years of age.

D. The City Council may appoint a city council member to serve as a liaison to the Board.

#### **04.41.030 Appointment and Term**

##### **A. Term**

1. Board members are nominated by the Mayor and appointed by the City Council.
2. The term of office shall be two years.
3. The terms of eight of the Board members shall expire in odd-numbered years.
4. The terms of seven of the Board members shall expire in even-numbered years.
5. Initial and subsequent Board members may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
6. No Board member shall serve more than four consecutive full terms.

##### **B. Vacancy**

1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

C. To achieve broad representation, city residency shall not be required to serve on the Climate Resilience and Sustainability Board; provided, however, a majority of the Board members shall consist of residents of the city, students of secondary or post-secondary institutions located within the city of Spokane, or business owners or non-profit employees located within the city limits of Spokane.

#### **04.41.040 Officers**

- A. The Climate Resilience and Sustainability Board shall select a Chair and Vice Chair of the Board from voting members appointed through the process outlined in SMC 04.41.030 for a term of two years. No person shall serve as chair for more than two consecutive two-year terms. The chair shall preside over meetings and the vice chair shall preside over meetings in the absence of the chair.
- B. The Climate Resilience and Sustainability Board may appoint other officers as it deems necessary.

#### **04.41.050 Ancillary Powers**

The Climate Resilience and Sustainability Board shall have the power to:

- A. Adopt internal rules of procedure to accomplish its duties;
- B. Use administrative support and staff as well as technical support from appropriate City departments and offices as necessary to assist the Board in the performance of its functions, maintenance of its records, and preparation of official correspondence;
- C. Organize itself, establish workgroups, committees, or subcommittees, establish annual work programs in consultation with the appropriate City staff, and delegate duties to such subordinate groups for the performance of its work.
- D. Access all relevant City of Spokane data and develop productive analytics and metrics;
- E. Host joint meetings with the City Council, Plan Commission, Transportation Commission and other relevant boards and commissions; and
- F. Host public events that encourage and support community engagement.

#### **04.41.060 Duties and Responsibilities**

The Climate Resilience and Sustainability Board shall provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law. Specifically, the Board shall have the following duties and responsibilities:

- A. Serve as the Climate Policy Advisory Team for the state-required Climate Element addition to the Comprehensive Plan, reviewing climate information gathered through engagement processes and providing recommendations on areas of focus and ensuring that climate goals and strategies are addressed in the housing, land use, transportation, public facilities, and other Comprehensive Plan elements;
- B. Consult with all City divisions and departments and relevant boards, committees, and commissions to recommend to the Mayor and Council funding opportunities and policy changes that advance resiliency, sustainability, and the policies that make up the Climate Element of the Comprehensive Plan;
- C. Identify opportunities for the City to collaborate with tribal, regional and statewide partners to advance the goals, principles, and strategies of the Sustainability Action Plan and Climate Element of the Comprehensive Plan;
- D. Provide recommendations and guidance for incorporating environmental and climate justice into City operations to limit the impacts of climate change in vulnerable and overburdened communities and reduce the cost-burden to low-income citizens as a result of implementing the Climate Element of the Comprehensive Plan;
- E. Consider research and best practices to make recommendations on climate and sustainability policies, programs, and projects as determined by the Board's annual work plan and upon request by City Council, City staff, and community members; and
- F. Establish an annual work plan in consultation with the appropriate City staff designated by the Mayor which shall be adopted by the City Council.

#### **4.41.070 Environmental Justice Considerations**

- A. In making and approving appointments to the Climate Resilience and Sustainability Board, the Mayor and City Council shall seek adequate representation from impacted community members and from historically underrepresented geographic areas or marginalized communities, including communities of color and areas of the city of Spokane that are subject to disproportionate environmental and health disparities.
- B. In performing its duties under SMC 4.41.070, the Climate Resilience and Sustainability Board shall consider the effect of its policy and recommendations on impacted community members and shall consider the effect on historically underrepresented geographic areas or marginalized communities, including low-income and communities of color and areas of the city of Spokane that have been subject to disproportionate environmental and health disparities.

#### **4.41.080 Removal of Board Members**

Climate Resilience and Sustainability Board members shall not be removed from office

by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No Board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 4. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date





## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 07/15/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

7/3/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 08/12/2024

**Submitting Dept**

SOLID WASTE COLLECTION

**Bid #**

**Contact Name/Phone**

CHRIS AVERYT 625-6540

**Requisition #**

**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4500-SOLID WASTE COLLECTIONS SBO-SIP LOAN REQUEST FOR TRUCK

### **Agenda Wording**

Purchase of Solid Waste Collections trucks utilizing a Spokane Investment Pool (SIP) loan for a total cost of \$3,781,305.52 including tax.

### **Summary (Background)**

Solid Waste Collections is requesting a Spokane Investment Pool (SIP) loan for \$3,781,305.52 to cover the cost of 2024 truck purchases. The vehicles were originally intended to be paid for with cash reserves. However, due to higher-than-budgeted Fleet costs, combined with other inflationary cost pressures, the Solid Waste budget is stretched thin. Cancelling the truck order of seven vehicles for 2024 would only result in continued increased fleet costs due to the current age of the fleet.

Lease? NO Grant related? NO Public Works? YES

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 3,781,306

Current Year Cost \$ 3,781,306

Subsequent Year(s) Cost \$

### **Narrative**

Requesting an SBO for Spokane Investment Pool (SIP) funding of 2024 Capital purchases of Solid Waste Collections trucks.

### **Amount**

### **Budget Account**

Expense \$ 3,781,306

# 5901-XXXXX-XXXXX-56401-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	MILLER, KATHERINE E		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b><u>Distribution List</u></b>			
		caveryt@spokanecity.org	
rschoonover@spokanecity.org		jsalstrom@spokanecity.org	
Tax & Licenses			

## Council Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	July 15, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	Chris Averyt
<b>Contact Email &amp; Phone</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 509-625-6540
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Special Budget Ordinance – SIP Loan for Solid Waste Collections Truck Purchases
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<b>Summary</b>  <b>What is the specific purpose or need for the budget adjustment?</b>  <b>What changes or developments have triggered this request?</b>	<p>Solid Waste Collections is requesting a Spokane Investment Pool (SIP) loan for \$3,781,305.52 to cover the cost of 2024 truck purchases.</p> <p>The vehicles were originally intended to be paid for with cash reserves. However, due to higher-than-budgeted Fleet costs, combined with other inflationary cost pressures, the Solid Waste budget is stretched thin. Solid Waste revenues will cover all the departments operations costs but a SIP loan is requested to help cover the capital costs to maintain cash reserves if needed. Cancelling the truck order of seven vehicles for 2024 would only result in continued increased fleet costs due to the current age of the fleet.</p> <p>This SBO provides the budget authority needed for purchase once the loan itself is approved.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>3,781,306</u> Current year cost: 3,781,306 Subsequent year(s) cost:	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes, SIP loan portfolio capacity	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> <li>What are the net impacts this adjustment will have on the specifically affected line items? Solid Waste Collections is taking on debt to be repaid in future years.</li> </ul>	

- What operational changes will occur because of this adjustment?  
Solid Waste Collections will be able to receive new trucks in late 2024 into early 2025 to continue to provide all citizens and businesses with collection service.
- What are the potential risks or consequences of not approving the budget adjustment?  
If this SBO is not approved, Solid Waste may not be able to keep up with current operational levels due to aging fleet.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**What current racial and other inequities might this special budget ordinance address?**

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

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Facilities Management-Capital Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Facilities Management-Capital Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$3,781,306.
- A) Of the increased appropriation, \$3,781,306 is provided solely for machinery/equipment in the Solid Waste department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase trucks for operations in the Solid Waste Collections department, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 07/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

7/8/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 08/12/2024

**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

**Bid #**

**Contact Name/Phone**

ARIELLE 5278

**Requisition #**

**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

1680- HOUSING NAVIGATION CENTER OPERATOR AND PRIMARY SERVICE

### **Agenda Wording**

The CHHS Department requests that the CHHS RFP Committee's recommendation to approve the joint application of Empire Health Foundation and Revive as the Housing Navigator and Primary Service Provider.

### **Summary (Background)**

The CHHS board has voted to approve Empire Health Foundation as the Proposed Operator as well as Revive Counseling Spokane, PLLC as the Proposed Service Provider. The total available for this RFP is approximately \$3,850,000 and will be for a period from July 1, 2024, through June 30, 2025.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 3,850,000

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

The funds supporting this RFP were appropriated by the Washington State Legislature and will be distributed by Commerce. The goal of these funds are to support the continued decommissioning of the TRAC Emergency Shelter by the Fall of 2024.

### **Amount**

### **Budget Account**

Expense \$ 3,850,000

# 1540-95571-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	Urban Experience
<b>Submitting Department</b>	Community, Housing, and Human Services
<b>Contact Name</b>	Arielle Anderson
<b>Contact Email &amp; Phone</b>	<a href="mailto:arielleanderson@spokanecity.org">arielleanderson@spokanecity.org</a> Ext. 5278
<b>Council Sponsor(s)</b>	<u>Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 10 Minutes
<b>Agenda Item Name</b>	CHHS Board funding recommendation for the Housing Navigation Center Operator and Primary Service Provider RFP
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>On June 5, 2024, the CHHS Department published the Housing Navigation Center Operator and Service Provider NOFA. Prior to it being published, the CHHS Staff held community meetings to elicit feedback on a scattered site approach. These meetings, along with the 2024 Emergency Shelter Audit, informed this RFP. Additionally, The Department held an optional Technical Assistance workshop on June 7, 2024, where at least three to four service providers were present, as well as community members.</p> <p>It should be noted that since this is a pilot program, which we hope will serve as a blueprint for other Housing Navigation Centers throughout our Region, it needed to be nimble enough to respond to community feedback as it is rolled out, which served as the impetus for opting for an Operator as opposed to entering into a subrecipient relationship. Towards this end, CHHS will work with the Operator, Primary Service Provider, Neighborhoods, Council, etc, to cultivate a healthy community feedback loop as we rollout this new model. The CHHS RFP Committee received one joint application from Empire Health Foundation (Operator) and Revive (Primary Service Provider). The scoring rubric and NOFA have been submitted as attachments to this Briefing Paper. The CHHS RFP Committee recommended approving the application on July 3, 2024. The CHHS Board unanimously voted to approve the CHHS RFP Committee's recommendation and to forward for Council consideration.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>Click or tap here to enter text.</u> Current year cost: Subsequent year(s) cost: N/A  <b>Narrative:</b> <i>The funds supporting this RFP were appropriated by the Washington State Legislature and will be distributed by Commerce. The goal of these funds are to support the continued decommissioning of the TRAC Emergency Shelter by the Fall of 2024.</i>  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? <i>This funding is a one-time, 12-month grant, beginning July 1, 2024-June 30 2025. The success of this program will provide future leveraging for competitive grants offered through state and federal funds for its continued stability.</i>  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	



Other budget impacts: (revenue generating, match requirements, etc.) N/A

**Operations Impacts** (If N/A, please give a brief description as to why). As with all grants, there will be programmatic and fiscal implications to administer these funds, but no more than other grants currently being managed by CHHS Staff.

What impacts would the proposal have on historically excluded communities? *We believe that implementing a scattered site model will help in reducing marginalized populations who are experiencing homelessness as the overall goal is to provide boutique style shelters that serve specific sub populations. Additionally, since the Operator is responsible for entering into subrecipient agreements, they will be better equipped to establish relationships with smaller, grassroots/local providers, that the City would otherwise be unable to accommodate given the fiscal and insurance requirements needed for subrecipients to be legally obligated to.*

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Currently, all providers are required to enter Data into the Community Management Information System (CMIS). The data points mentioned in this question are all collected and will be used to help shape this model and its evolution. Because this is a pilot and data collection will be even more crucial to determine its efficacy, we will likely augment CMIS data entry/collection with guest/provider/community surveys during the course of this grant cycle.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? *I believe this question has been addressed above. However, CHHS Staff, the Board and the CoC are committed to leaning into data (quantitative and qualitative) to help shape policy decisions as it concerns all programs, but especially the Housing Navigation Center model. We will be vigilant in assessing its success as the year unfolds and report back to the relevant governing/advising bodies on a regular cadence.*

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



*Community, Housing and Human Services Department (CHHS)*

## **NOTICE OF FUNDING AVAILABILITY**

*Homeless, Housing, Operations, and Services (HHOS)*



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## REQUEST FOR PROPOSALS

The Community, Housing and Human Services (CHHS) Department is pleased to announce a Notice of Funding Availability (NOFA) for the Housing Navigation Center Operator and Service Provider.

[Please navigate here](#) for more information on a Housing Navigation Model.

The total available for this NOFA is approximately \$3,850,000 for the period of July 1, 2024 through June 30, 2025. The funds supporting this NOFA are Washington State Department of Commerce Consolidated Homeless Grant. The City of Spokane and any subrecipients of the City of Spokane are required to adhere to funding requirements as specified by source below.

**CHG/SDG-** <https://deptofcommerce.app.box.com/s/9z5u4yiy7w1d19wrch6mhkeedt0o0h08>

The most competitive proposals must be able to clearly demonstrate the following:

1. Matching/leveraged funds and/or services; and
2. Clear and well thought out project scope for a collaborative system wide model; and
3. Quality of entire application packet.

## PROPOSED HOUSING NAVIGATION CENTER BACKGROUND AND PURPOSE

In an effort to implement a scattered site model, relating to emergency shelter services, the City is seeking an Operator *and a separate* Primary Service Provider to provide quick and seamless access to shelter and community resources. Applicants to this RFP will be expected to have an *existing partnership* that encompasses the Operator and the Service Provider at the time of submission. Only one application will be accepted under this NOFA.

The overall approach is to move away from congregate shelter and instead support smaller and more focused emergency housing services throughout the City. The Housing Navigation Center (HNC) will serve as the first point of contact for community members experiencing homelessness and who are seeking emergency shelter and other services. The HNC will be the referral clearing house to efficiently and appropriately connect households to various emergency shelters in the City. Additionally, the City envisions the HNC as also providing limited bed space and the ability to surge during times of inclement weather.

### **Definitions**

**Housing Navigation Center (HNC):** Physical location for providing connections to longer term housing and service options. Should include approximately 30 continuous stay shelter beds for individuals/couples actively seeking longer stay shelter and permanent housing options. Incorporation of a Primary (on-site) Service Provider as well as a rotation of providers brought on site to meet specific needs of the population being served leading toward stabilization prior to being referred out to the appropriate housing destination.

**Operator:** Agency/organization providing oversight and support for the HNC and scattered site shelter acting as the convenor and contract holder. The operator will pass funds through to the Primary Service Provider at the HNC as well as scattered site shelter operators. Additionally, the operator will facilitate the myriad of partnerships to oversee the hub (HNC) and spoke (scattered shelter) pilot for the region.

**Primary Service Provider (PSP):** Primary Service Provider in the HNC will manage day to day operations, compliance, and outcomes. Connecting individuals with on-site resources at the HNC as well as longer term service and housing interventions based on individual needs.

**Scattered Site Shelter Operators:** Manages scattered sites throughout the region serving specific populations/needs for individuals and/or couples experiencing homelessness. The focus of these locations should be to permanently house people as quickly as possible in transitional or permanent housing options.

The City recognizes the importance of identifying an Operator **who is not** currently providing direct emergency shelter services and instead can act as facilitator, supporting the PSP in effectuating their contractual duties relating to the delivery of service provision, data entry, outcomes, etc. The Operator will be the primary point of contact with the City and the PSP will maintain a subrecipient relationship with the Operator. The HNC will provide space for providers to come and directly connect to guests.

The Primary Service Provider, with oversight by the Operator, will be responsible for coordinating the variety of services needed for an individual to obtain emergency, transitional or permanent housing. Aside from directly connecting individuals to emergency housing, other services offered at the HNC should, *at minimum*, include:

- Assistance in accessing treatment services (Primary Care, Mental Health, Substance Use, Co-occurring); and
- Coordinated Entry Access; and
- Documentation gathering (photo ID/social security card); and
- Use of CMIS for enrollments into HNC and document uploads (photo ID/SS cards); and
- Connection to basic health care; and
- Connection to food and income benefits; and
- Connection to employment opportunities.
- Connection to Oxford Homes, group or adult family homes; and
- Connection to emergency or transitional housing that offer sober living.

The HNC will be responsible for managing (nightly) the current bed counts available for emergency shelter access, while noting the nuances of the subpopulation served and needs of the household. Additionally, the Operator will work with the broader community to identify pathways for existing shelters, outreach providers, and fire and police to navigate clients to scattered shelter sites.

## **BUDGET**

### **AVAILABLE ACTIVITIES SUPPORTED BY THIS NOFA**

- Facility Support
- Operations (Please look to the CHG Guidelines as noted below for full details on allowables)
- Administrative Costs
- Rent Assistance

*Please note that the System Demonstration Grant Guidelines, updated in July of 2023, and published by the Washington Department of Commerce, set out, among other things, the requirements of what costs are allowable. It is expected and assumed, that the Grantee has thoroughly read through these Guidelines prior to submitting their proposal.*

Budgets may contain all the following sections. However, not all sections are required:

<b>Housing Navigation Center (SF 2025)</b>	
Admin (Indirect Costs - Up to 15%)	\$ -
Facility Support	\$ -
Operations	\$ -
Rent Assistance	\$ -
<b>TOTAL</b>	<b>\$ -</b>

- Budgets can contain a maximum funding amount of \$3,850,000; of which a maximum amount of \$502,174 can be allocated to the Administrative Line for Indirect Costs.

- Administrative/Indirect Costs can be a maximum of 15% of Direct costs (Facility, Operations, and Rent Assistance). These costs are shared between the Operator and Primary Service Provider and Scattered Site Operators. A maximum of \$502,174 (when taking \$3,347,826 across all other budget categories) is allowed through the Operator and **all** subsequent contracts entered into by the Operator and the PSP and Scattered Site Operators.
- Allowable Administrative/Indirect Cost methods include Federal Negotiated Rates, Cost Allocation Plans or 10% De Minimis Rate.
  - *Important item to note: if using the De Minimis Rate, please refer to federal guidelines for allowable Direct Costs. Items such as Rent are excluded from allowable costs for De Minimis Rate.*

The Operator is expected to be fiscally secure and must show financial viability for up to 60-days should City reimbursement be delayed for any reason. The ideal Operator will have the ability to support sub-awardees with the following:

- Capacity building; and
- Technical assistance; and
- Alternate payment timelines (City will reimburse the Operator on a monthly basis); and
- Meeting space and facilitation; and
- Training; and
- Monitoring.

## NOFA CONTACT

Questions related to this funding notice should be directed to the Community, Housing, and Human Services Department.

[chhsrfp@spokanecity.org](mailto:chhsrfp@spokanecity.org)  
 Spokane City Hall – 6<sup>th</sup> Floor  
 808 W. Spokane Falls Blvd.  
 Spokane, WA 99201  
 (509) 625-6325

## PROPOSED TIMELINE

June 5, 2024	Announce RFP on CHHS department website, <a href="https://my.spokanecity.org/chhs/">https://my.spokanecity.org/chhs/</a> , and by email distribution to the CHHS department Interested Parties List.
June 7, 2024	Optional Pre-Conference Workshop #1: Virtual 8:00 am-9:00 am
<b>June 16, 2024</b>	<b>Applications DUE by 8:00 PM. Late submittals will not be accepted.</b> ➤ Applications can be accessed and submitted <i>Printed hard copies or copies emailed in will not be accepted</i>
June 19, 2024	○ Applications reviewed by CHHS RFP committee
July 3, 2024	CHHS Board votes on RFP committee recommendations
July 8, 2024	Recommendations are taken to City Council Committee
July 22, 2024	Recommendations are at Council 1 <sup>st</sup> Reading
July 29, 2024	Recommendations are at Council for 2 <sup>nd</sup> reading and final approval
August 1, 2024	Project Start Date

## PERIOD OF PERFORMANCE/TERM

Funding for this NOFA is made available through the funds listed above. The anticipated contract terms between the City of Spokane and Operator are expected to begin July 1, 2024 and extend through June 30, 2025.

## ELIGIBLE APPLICANTS

Eligible applicant/recipients include:

- Governmental entities serving within the City of Spokane
- Public and private nonprofit organizations – typically 501(c)(3)
- Private for-profit organizations
- Faith-based organizations

## APPLICATION SCORING

**Applications will be scored on the following components:**

### Organizational Capability

- A. Experience and Qualifications (10 Points Max)
  - a. Experience in managing homeless services contracts; and
  - b. Demonstrated success in coordinating networks of service providers; and
  - c. Relevant certifications and qualifications of key personnel.
- B. Financial Stability (10 Points Max)
  - a. Strong financial management practices and a clear budget plan; and
  - b. Proven track record of securing and managing funds from diverse sources; and
  - c. Documentation showing 60-day solvency should City reimbursement be delayed.

**Approach and Methodology**

- A. Service Integration and Coordination (15 Points Max)
  - a. Comprehensive plan for integrating services across providers; and
  - b. Effective strategies for coordinating and managing scattered-site shelter services; and
- B. Capacity Building Activities (15 Points Max)
  - a. Detailed plan for capacity building activities including training, technical assistance and organizational development; and
  - b. Specific strategies for addressing the needs of small nonprofit service providers.

**Compliance and Support for Strategic Plan**

- A. Alignment with 2020-2025 Plan to End Homelessness (10 Points Max)
  - a. Narrative demonstrating how the applicant will comply with and support the Strategic Plan to Prevent and End Homelessness (paying close attention to the Outcomes and Measurements as it pertains to Emergency Shelter).

**Data Management and Reporting (10 Points Max)**

- A. History of Utilizing CMIS or Other Comparable Database
  - a. Demonstrated history of utilizing the Community Management Information System (CMIS) or other comparable database to ensure contract compliance and data timeliness.

**Community Collaboration (10 Points Max)**

- A. Narrative Providing concrete examples of collaboration with the community in the last year, challenges faced and how these challenges were overcome through cooperation.

**Letters of Support (10 Points Max)**

- A. Three Letters of Support from community organizations outlining a positive partnership history between the Operator and Primary Service Provider and why they are best suited for to manage this type of project.

**Existing Partnerships (10 Points Max)**

- A. Demonstrated existing partnerships with a variety of providers, including smaller organizations serving specific sub populations; DSHS; Community Centers; Spokane Housing Authority; Spokane Regional Health District, and existing shelter providers.

**Referrals (10 Points Max)**

- A. Plan demonstrating how the applicant will work with a variety of providers, which includes, at minimum, street outreach teams, police, fire, medical teams, to ensure fair access to the Housing Navigation Center for unsheltered households.

**Performance Measurement and Evaluation (10 Points Max)**

- A. Outcome Measurements and Reporting
  - a. Robust system for tracking and reporting outcomes; and
  - b. Clear metrics and indicators for evaluating success.

**Financial Plan and Budget (10 Points Max)**

- A. Detailed Budget (5 Points Max)
  - a. Comprehensive and realistic budget; and
  - b. Alignment of budget with proposed activities and outcomes.
- B. Cost-Effective (5 Points Max)
  - a. Efficient use of resources; and
  - b. Cost effective strategies for service delivery and capacity building.

**Innovation (5 Points Max)**



A. Innovative Approaches

- a. Use of innovative methods and practices in service delivery and capacity building; and
- b. Creative solutions to common challenges in homeless services.

Rating Scale

Excellent: 9-10 points

Good: 7-8 points

Satisfactory: 5-6 points

Needs Improvement: 3-4 points

Poor: 0-2 points

Total Points: 135

Excellent (121-135 points): The proposal demonstrates exceptional capability, comprehensive planning, and innovative approaches. The organization is highly qualified and likely to succeed in the role.

Good (101-120 points): The proposal is strong, with well-defined plans and adequate qualifications. Some minor improvements could be made.

Satisfactory (81-100 points): The proposal meets basic requirements but lacks depth in some areas. Additional clarification or detail is needed.

Needs Improvement (61-80 points): The proposal has several weaknesses and may not fully meet the requirements. Significant improvements are necessary.

Poor (0-60 points): The proposal does not meet the requirements and has major deficiencies.

## **SUBRECIPIENT RELATIONSHIP WITH THE CITY OF SPOKANE**

The City of Spokane will enter into a subrecipient agreement with the Operator. The City defines a Subrecipient as an entity that receives a subaward from a pass-through entity (City of Spokane) to carry out eligible activities as defined in federal, state, or local regulatory guidance. Please see Attachment A for a graphic representation of the relationship among the City, Operator, Primary Service Provider and Scattered Site Shelter Operators.

## **GENERAL REQUIREMENTS**

- Agencies awarded funds will maintain an active City of Spokane business license.
- Agencies awarded funds will maintain an active Universal Entity Identifier (UEI) number (see below)
- Agencies awarded funds will maintain the following minimum insurance thresholds:
  - General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,500,000.00 each occurrence for Bodily Injury and Property Damage. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,500,000.00 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and
  - Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.
- Agencies awarded funds will not sub-award funds to any other entity.
- **Awarded funds will be paid to Subrecipient for eligible expenses on a reimbursement basis.**

**Note:** Beginning on April 4, 2022, as part of the federal government’s transition for all federal awards, all entities doing business with the federal government will use the Universal Entity Identifier (UEI) assigned by the General Services Administration (GSA) through the System for Award Management (SAM.gov). Therefore, the U.S. Department of the Treasury (Treasury) will no longer be able to accept a Data Universal Numbering System (DUNS) number as a valid identification number.

#### **What is the UEI?**

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun & Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) assigned in [SAM.gov](https://sam.gov) and will no longer use a third-party website to obtain their identifier. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI, directly from [SAM.gov](https://sam.gov).

#### **What does this mean for Recipients?**

No action is required if you have an existing and active registration in [SAM.gov](https://sam.gov). If you are registered in [SAM.gov](https://sam.gov), your UEI has already been assigned and is viewable in your [SAM.gov](https://sam.gov) account. Your UEI is located below the DUNS number on your entity registration record. Please ensure your legacy DUNS number is accessible in a recipient’s records for historical reference where needed, as the DUNS number will no longer be visible to users in [SAM.gov](https://sam.gov) after April 4.

New [SAM.gov](https://sam.gov) registrants will be assigned a UEI as part of their SAM registration. More information about the UEI transition is available through the U.S. General Services Administration’s [website](https://www.gsa.gov). If you are a new applicant for federal funds, you must register in SAM and obtain a UEI beginning on April 4, 2022. You may continue using your DUNS number for applications submitted prior to that date. Beginning on April 4, you will be required to list your UEI in lieu of the DUNS number on all submissions.

Again, Recipients may continue registering for and using the DUNS number up through April 3, 2022. On and after April 4, 2022, all recipients will need to apply for a UEI as part of the SAM registration process, regardless of any applications for a DUNS number pending with Dun and Bradstreet.

#### **Where can I get more information?**

Questions about the conversion from DUNS to UEI should be directed to GSA. Information about the UEI transition can be found on GSA’s webpage, [here](https://www.gsa.gov).

### **APPLICATION DEADLINE**

Applications will be available beginning **Wednesday, June 5, 2024**, on the Community, Housing and Human Services department website <https://my.spokanecity.org/chhs/>

**Application submission deadline Friday, June 16, 2024, at 8:00 PM**

**Applications submitted after this deadline will not be considered for funding.**

Complete applications must be submitted electronically via [chhsrfp@spokanecity.org](mailto:chhsrfp@spokanecity.org). Incomplete applications will not be accepted. Should an agency require accommodations in how their application is submitted, please do not hesitate to reach out to the email listed above.

It is the responsibility of the applicant to be sure the proposals are submitted ahead of time. Applicants are encouraged to submit proposals in advance of Sunday, June 16, 2024 at 8:00 PM.

### **APPLICATION ASSISTANCE**

**Optional Technical Assistance** workshop will be available as follows:

## Optional Workshop #1

Click this link: [June 7, 2024 from 8:00 am - 9:00 am, Virtual.](#)

Or copy and paste:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZTA5ZDJjNDgtODExMS00YzU4LWE1OWItNTQ0OTYzNTdmN2U5%40thread.v2/0?context=%7b%22id%22%3a%2295fa1d6e-6a27-496e-9117-fc34d9076661%22%2c%22oid%22%3a%22d7695fcb-9c1f-4d78-ae38-0c30c23e389a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTA5ZDJjNDgtODExMS00YzU4LWE1OWItNTQ0OTYzNTdmN2U5%40thread.v2/0?context=%7b%22id%22%3a%2295fa1d6e-6a27-496e-9117-fc34d9076661%22%2c%22oid%22%3a%22d7695fcb-9c1f-4d78-ae38-0c30c23e389a%22%7d)

CHHS Staff will be available to answer any questions regarding this NOFA. We encourage community partners and prospective applicants to reach out to CHHS Staff for any concerns or clarity needed as it relates to this NOFA. You may email [arielleanderson@spokanecity.org](mailto:arielleanderson@spokanecity.org) for more information.

## APPLICATION REVIEW AND RATING PROCESS

All applications will go through the following evaluation and review process:

**Part I Initial Project Proposal Evaluations Minimum Thresholds** If an application does not meet, at minimum, the following baseline threshold, it will not be sent to the CHHS RFP Committee for review and ranking:

1. Does the application answer all the NOFA questions above?
2. Has the applicant demonstrated financial viability mentioned in the NOFA?
3. Has the applicant provided a UEI number; City of Spokane Business License; Articles of Incorporation and 501(c)3 status (if non-profit) and a recent (no older than 12 months) W9 with their application?

### 1. Part II- Project Proposal Evaluations 135 Points Maximum

- a) The CHHS RFP Committee will review the applications based on the Application Scoring section above and the maximum scores listed per question.
  - i. Members will score, rank, and make funding recommendations.
  - ii. Forward approved recommendations to the CHHS Board and Mayor's Office for final recommendation and request for action by the Spokane City Council

### 2. Part II- Notice to Applicants

- a. Notice to Applicants on funding recommendation authorized by Spokane City Council on or after July 29, 2024.
- b. Applicant debriefs to unsuccessful applicants
  - i. Upon request, a debriefing conference may be scheduled with successful/unsuccessful applicants. Debriefing may be conducted in person or on the telephone.

### 3. Part III- Contracting

- a. Contract Creation
- b. Contract Execution

## GENERAL INFORMATION

### PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive process shall become the property of the City.

All applications received shall remain confidential until the award of contract recommendation has been filed with the City Clerk for City Council action. Thereafter, the Applications shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the application that the applicant desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire application exempt from disclosure will not be honored.

The City will consider an applicant's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the application, it will not be made available until the affected applicant has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the Director of CHHS, Arielle Anderson, at [arielleanderson@sokanecity.org](mailto:arielleanderson@sokanecity.org).

#### **REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the Community, Housing and Human Services Department website, [my.spokanecity.org/CHHS](http://my.spokanecity.org/CHHS). Applicants are encouraged to monitor the website for any changes and/or notifications.

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

#### **RESPONSIVENESS**

Prior to the CHHS RFP Committee reviewing and scoring applications, they will be reviewed by the CHHS Staff to determine compliance with administrative requirements and instructions specified in this RFP. The applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the application as non-responsive.

The City reserves the right at its sole discretion to waive minor administrative irregularities.

#### **MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

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

#### **MOST FAVORABLE TERMS**

The City reserves the right to make an award without further discussion of the application submitted. Therefore, the application should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. The City does reserve the right to contact an applicant for clarification of its application.

#### **COSTS TO MAKE APPLICATION**

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

#### **NO OBLIGATION TO CONTRACT**

This RFP does not obligate the City to contract for services specified herein.

#### **REJECTION OF APPLICATIONS**

The City reserves the right at its sole discretion to reject any and all Applications received without penalty and to not issue a contract or grant agreement as a result of this RFP.

#### **CONTRACT TERMS**

## **CITY OF SPOKANE BUSINESS LICENSE**

Persons / firms doing business in the City or with the City must have a valid City of Spokane business license. Questions may be directed to the Taxes and Licenses Division at (509) 625-6070.

## **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 contracts resulting from this RFP 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.

## **ASSIGNMENT**

Agency shall not assign, transfer or subcontract its interest, in whole or in part, without the written consent of the authorizing official for the City of Spokane.

## **NON-WAIVER**

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

## **SEVERABILITY**

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

## **DISPUTES**

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

## **NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

## **LIABILITY**

The applicant will be considered an independent contractor and the Agency, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of the City. The Agency shall defend, indemnify and hold harmless the City from all loss, liability, damage, death or injury to any person or property arising from the performance or omission of the Agency, its agents or employees, arising directly or indirectly, as a consequence of this contract.

## **INSURANCE**

During the term of the Contract, the Company shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020 and with a limit of no less than the amount and in the form required by law, 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 million each occurrence and \$2 million general aggregate 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 GRANTEE's services to be provided under this Contract;

1. Acceptable supplementary Umbrella insurance coverage, combined with GRANTEE's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;

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

## **INTERNAL AUDITING CONTROL**

The Agency shall establish and maintain a system of internal accounting control which compiles with applicable generally accepted accounting principles and governmental accounting and financial reporting standards. A copy of the Agency's most

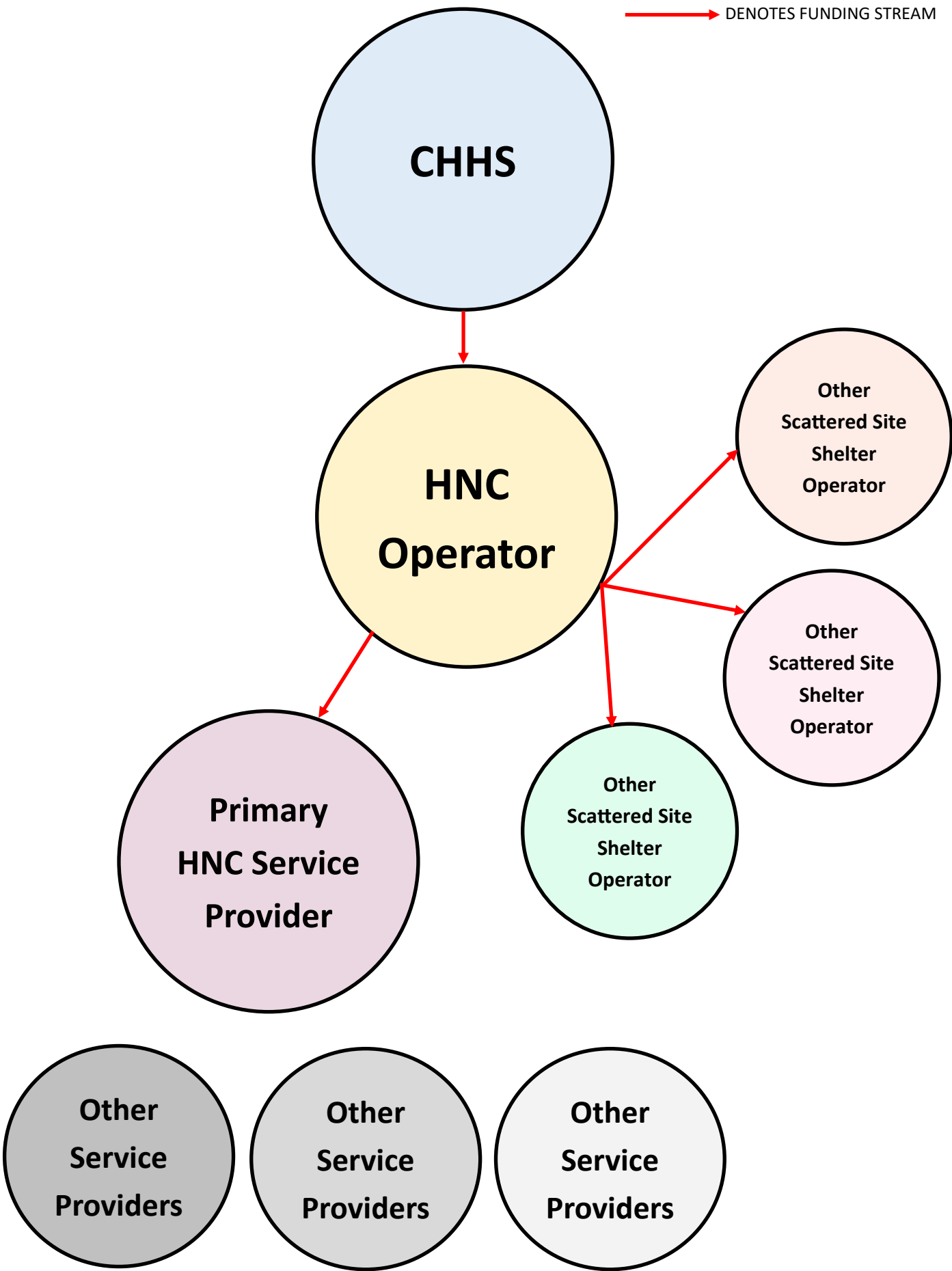
recent audited financial statement shall be kept on file in the Community, Housing and Human Services Department. The City has the right to supervise and audit the finances of the Agency to ensure that actual expenditures remain consistent with the spirit and intent of any contract resulting from this RFP. The City of Spokane and/or its funding agencies and auditors may inspect and audit all records and other materials and the Agency shall make such available upon request.

**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. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201; or [ccavanaugh@spokanecity.org](mailto:ccavanaugh@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. Kris Smith at (509) 625-6383 through the Washington Relay Service at 7-1-1. Please contact the City forty-eight (48) hours before the meeting date.

**EQUAL CREDIT OPPORTUNITY ACT INFORMATION:** The federal Equal Credit Opportunity Act (ECOA), 15 U.S.C. 1691 et seq., prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Consumer Response Center, Federal Trade Commission, 600 Pennsylvania Ave, NW, Washington, D.C. 20580. For information regarding the ECOA, see [http://www.justice.gov/crt/about/hce/housing\\_ecoa.php](http://www.justice.gov/crt/about/hce/housing_ecoa.php).

**EQUAL HOUSING OPPORTUNITY INFORMATION:** The City is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. The City encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

**WASHINGTON LAW AGAINST DISCRIMINATION INFORMATION:** We do business in accordance with the Washington Law Against Discrimination, RCW 49.60, which prohibits discrimination on the basis of race, color, creed, national origin, disability, HIV/Aids and Hepatitis C status, use of guide dog or service animal, sex, marital status, age (employment only), families with children (housing only), sexual orientation/gender identity, and honorably discharged veteran or military status.



RFP Section	Domain/ Criteria	Evidence	#1	#2	#3	#4	#5	#6
<b>Organizational Capability</b>	Experience and Qualifications		10	10	10	10	10	10
		Experience in managing homeless services	3		4	2	3	3
		Demonstrated success in coordinating networks of service providers	4		3	3	3	3
		Relevant certifications and qualifications of key personnel	3		3	3	3	2
	Financial Stability and Management		10	9	10	8	10	10
		Strong financial management practices and a clear budget plan	5		4	5	5	3
<b>Approach and Methodology</b>		Proven track record of securing and managing funds from diverse sources	5		5	4	5	4
	Service Integration and Coordination		15	13	15	9	15	15
		Comprehensive plan for integrating services across providers	5		7	6	8	6
		Effective strategies for coordinating and managing scattered-site shelter services	3		7	6	4	6
	Capacity-Building Activities		15	14	15	12	15	15
		Detailed plan for capacity-building activities including training, technical assistance, and organizational development	5		8	4	10	6
<b>Compliance and Support for Strategic Plan</b>		Specific strategies for addressing the needs of small nonprofit service providers	10		7	4	3	7
	Alignment with Spokane City/Spokane County 2020-2025 Strategic Plan		10	10	10	8	10	10
		Narrative demonstrating how the applicant will comply with and support the Strategic Plan to Prevent and End Homelessness	10		10	6	10	9
<b>Data Management and Reporting</b>	History of Utilizing CMIS		10	10	10	6	10	10
		Demonstrated history of utilizing the Community Management Information System (CMIS) to ensure contract compliance and data timeliness	10		10	7	10	8
<b>Community Collaboration</b>	Community Collaboration		10	8	10	7	10	10
		Narrative providing concrete examples of collaboration with the community in the last year, challenges faced, and how these challenges were overcome through cooperation	10		9	6	10	8
<b>Letters of Support</b>	Letters of Support		10	7	10	6	10	10
		Three Letters of Support from community organizations outlining a positive partnership history and why the applicant is best suited for this role	10		10	7	10	7
<b>Existing Partnerships</b>	Existing Partnerships		10	8	10	7	10	10
		Demonstrated existing partnerships with a variety of providers, including smaller organizations serving specific sub-populations, DSHS, Community Centers, Spokane Housing Authority, Spokane Regional Health District, and existing shelter providers	10		10	5	8	9
<b>Referrals</b>	Access to Housing Navigation Center		10	10	10	5	10	10
		Plan demonstrating how the applicant will work with a variety of providers, which includes, at minimum, street outreach and medical teams, police, fire, etc., to ensure fair and equal access.	5		10	5	10	9
<b>Performance Measurement and Evaluation</b>	Outcome Measurement and Reporting		10	9	10	5	10	10
		Robust system for tracking and reporting outcomes.	5		5	2	4	5
		Clear metrics and indicators for evaluating success	5		5	2	6	4
<b>Financial Plan and Budget</b>	Detailed Budget		5	4	5	4	5	5
		Comprehensive and realistic budget	1		2	2	2	1
		Alignment of budget with proposed activities and outcomes	3		3	2	3	2
	Cost-Effective		5	2	5	4	5	5
		Efficient use of resources	2		3	2	3	1
		Cost-effective strategies for service delivery and capacity building	2		2	2	2	1
<b>Innovation</b>	Innovative Approaches		5	5	5	4	5	5
		Use of innovative methods and practices in service delivery and capacity building	2		3	2	3	2
		Creative solutions to common challenges in homeless services	3		2	2	2	2
<b>AVERAGE SCORE: (101-120=good)</b>	<b>115</b>	<b>TOTAL (must not exceed 135):</b>	<b>121</b>	<b>119</b>	<b>132</b>	<b>89</b>	<b>127</b>	<b>108</b>



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## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	July 15, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Maggie Yates
<b>Contact Email &amp; Phone</b>	myates@spokanecity.org
<b>Council Sponsor(s)</b>	Dillon and Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5
<b>Agenda Item Name</b>	Council Confirmation of Mayoral Appointee – Interim Police Chief
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>SMC 2.005.010 A(4)b requires “persons appointed for the job positions of interim or acting department head shall serve as such for up to 180 days, which period can be extended for up to an additional 180 days by city council resolution.” Mayor Brown appointed Assistant Police Chief Justin Lundgren as the interim police chief effective January 1, 2024. The completion of the new police chief selection process, the submittal to and approval by the City Council for appointment of the new police chief, as well as the time necessary for the selected applicant to relocate to Spokane and begin employment will extend the interim appointment of Interim Chief Justin Lundgren beyond the 180 days permitted by SMC 2.005.010 A(4)b.</p> <p>This resolution fulfills interim appointment department head requirements of SMC 2.005.010 A(4)b.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	

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

N/A

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

N/A

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

N/A

## **RESOLUTION 2024 – 0069**

A Resolution approving an extension of the appointment of Justin Lundgren as the interim police chief for the City of Spokane.

WHEREAS, the prior permanent police chief for the City of Spokane resigned his position effective the December 31, 2023; and

WHEREAS, Mayor Lisa Brown, as the newly elected mayor, appointed then Assistant Police Chief Justin Lundgren as the interim police chief effective January 1, 2024, pursuant to SMC 2.005.010 A. 4. b., which provides that such interim appointments by the Mayor is valid for up to 180 days and that this time period may be extended for up to another 180 by City Council resolution; and

WHEREAS, Mayor Brown has initiated a national recruitment process for a new permanent police chief resulting in a review of an initial applicant pool and the selection of four finalist who are currently going through an interview process; and

WHEREAS, Mayor Brown anticipates a selection of a new permanent police chief to be submitted to the City Council pursuant to Section 24 of the City Charter and Section 2.14 of the City Council Rules of Procedure as a result of this national search and current interview process; and

WHEREAS, the completion of the selection process, the submittal to and approval by the City Council, as well as the time necessary for the selected applicant to relocate to Spokane and begin employment will extend the interim appointment of Justin Lundgren beyond the 180 days permitted by SMC 2.005.010 A. 4. b; and

WHEREAS, Mayor Brown is requesting that the City Council approve the extension of the interim appointment of Justin Lungren as interim police chief for an additional ninety (90) days pursuant to SMC 2.005.010 A. 4. b.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the extension of the interim appointment of Justin Lungren as the interim police chief for the City of Spokane for an additional ninety (90) days beyond the original 180 days pursuant to SMC 2.005.010 A. 4. b.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_, 2024.

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

Approved as to form:

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

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	July 15, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	amcdaniel@spokanecity.org
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion             Time Requested: 5
<b>Agenda Item Name</b>	Council Confirmation of Mayoral Appointee – Interim Chief Innovation Officer
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>SMC 2.005.010 A(4)b requires “persons appointed for the job positions of interim or acting department head shall serve as such for up to 180 days, which period can be extended for up to an additional 180 days by city council resolution.” Mayor Brown appointed Michael Sloon as the interim Chief Innovation Officer effective January 1, 2024. Mayor Brown is requesting that the City Council approve the extension of the interim appointment of Michael Sloon as interim Chief Innovation Officer for up to an additional ninety (90) days pursuant to SMC 2.005.010 A. 4. b.</p> <p>This resolution fulfills interim appointment department head requirements of SMC 2.005.010 A(4)b.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	

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

N/A

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

N/A

## RESOLUTION 2024 - 0071

A Resolution approving an extension of the appointment of Michael Sloon as the interim Chief Innovation Officer for the City of Spokane.

WHEREAS, Mayor Brown, as the newly elected mayor, appointed Michael Sloon as the interim Chief Innovation Officer effective January 1, 2024, pursuant to SMC 2.005.010 A. 4. b., which provides that such interim appointments by the Mayor is valid for up to 180 days and that this time period may be extended for up to another 180 by City Council resolution; and

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, Mayor Brown is requesting that the City Council approve the extension of the interim appointment of Michael Sloon as interim Chief Innovation Officer pursuant to SMC 2.005.010 A. 4. B; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the extension of the appointment of Michael Sloon as the interim Chief Innovation Officer for the City of Spokane for up to an additional (90) days beyond the original 180 days pursuant to SMC 2.005.010 A. 4. b.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_, 2024.

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City Clerk

Approved as to form:



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City Attorney

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	July 15, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	amcdaniel@spokanecity.org
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion             Time Requested: 5
<b>Agenda Item Name</b>	Council Confirmation of Mayoral Appointee – Jason Conley as Interim Director of Spokane Parks and Recreation
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>SMC 2.005.010 A(4)b requires “persons appointed for the job positions of interim or acting department head shall serve as such for up to 180 days, which period can be extended for up to an additional 180 days by city council resolution.” Mayor Brown appointed Jason Conley as the interim Director of Spokane Parks and Recreation effective January 1, 2024. Mayor Brown is requesting that the City Council approve the extension of the interim appointment of Jason Conley as interim Director of Spokane Parks and Recreation up to an additional ninety (90) days pursuant to SMC 2.005.010 A. 4. b.</p> <p>This resolution fulfills interim appointment department head requirements of SMC 2.005.010 A(4)b.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	

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

N/A

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

N/A

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

N/A

## RESOLUTION 2024 - 0072

A Resolution approving an extension of the appointment of Jason Conley as the interim Director of Spokane Parks and Recreation for the City of Spokane.

WHEREAS, Mayor Brown, as the newly elected mayor, appointed Jason Conley as the interim Director of Spokane Parks and Recreation effective January 1, 2024, pursuant to SMC 2.005.010 A. 4. b., which provides that such interim appointments by the Mayor is valid for up to 180 days and that this time period may be extended for up to another 180 days by City Council resolution; and

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, Mayor Brown is requesting that the City Council approve the extension of the interim appointment of Jason Conley as the interim Director of Spokane Parks and Recreation pursuant to SMC 2.005.010 A. 4. b.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the extension of the interim appointment of Jason Conley as the interim Director of Spokane Parks and Recreation for the City of Spokane up to an additional ninety (90) days beyond the original 180 days pursuant to SMC 2.005.010 A. 4. b.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_, 2024.

---

City Clerk

Approved as to form:

---

City Attorney

## **PIES Committee Board and Commission Updates:**

- Sustainability Action Subcommittee
  - Klitzke and Navarrete
- Traffic Calming / Photo Red Committee
  - Cathcart; Zappone; and Dillon
- Airport Board
  - Wilkerson
- BROADLINC Governing Board
  - Cathcart
- Parking Advisory Committee
  - Zappone; Klitzke; and Bingle
- Salmon Restoration Lead Entity Community Advisors
  - Klitzke
- Spokane Regional Solid Waste Liaison Board
  - Klitzke
- Spokane Regional Transportation Council
  - Klitzke and Wilkerson
- Spokane Transit Authority
  - Zappone; Dillon; Klitzke; and Wilkerson

## **PIES Committee Council Staff Updates:**

- Neighborhood Connectivity Initiative Manager
  - Abigail Martin
- Director of Communications & Community Engagement
  - Lisa Gardner



## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 07/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

6/26/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 08/12/2024

**Submitting Dept**

WASTEWATER MANAGEMENT

**Bid #**

**Contact Name/Phone**

KYLE 625.4647

**Requisition #**

**Contact E-Mail**

KARRINGTON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4320 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICE TO ACI

### **Agenda Wording**

Consent to award, IPWQ 6154-24 HVAC PM and Repair Services to ACI Northwest, Inc. for a three (3) year period (with two (2) one-year renewal options). This contract is scheduled to begin August 1, 2024, and terminating on July 31, 2027.

### **Summary (Background)**

IPWQ 6154-24 was issued to enable us to procure necessary preventative maintenance and on call repair service of our HVAC equipment.

Lease? NO Grant related? NO Public Works? YES

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 71,650.00

Current Year Cost \$ 71,650.00

Subsequent Year(s) Cost \$ 71,650.00

### **Narrative**

Operating need from our department budget.

### **Amount**

### **Budget Account**

Expense \$ 71,650.00 # 4320.43106.35148.54802

Expense \$ 71,650.00 # 4320.43106.35148.54802

Expense \$ 71,650.00 # 4320.43106.35148.54802

Select \$ #

\$ #

\$ #



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	ARRINGTON, KYLE		
<b><u>Division Director</u></b>	MILLER, KATHERINE E		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

Mike Jones mjones@acinw.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	tlester@spokanecity.org
rpwrfaccounting@spokanecity.org	



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	7/15/24
<b>Submitting Department</b>	Wastewater Management/RPWRF
<b>Contact Name</b>	Kyle Arrington
<b>Contact Email &amp; Phone</b>	<a href="mailto:karrington@spokanecity.org">karrington@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to award three (3) year contract to supply HVAC Preventative Maintenance and on call Repair Services to ACI Northwest, Inc.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	IPWQ 6154-24 was issued to enable us to procure necessary preventative maintenance and on call repair service of our HVAC equipment.  The contract shall be with ACI Northwest, Inc. for a three (3) year period (with two (2) one-year renewal options). This contract is scheduled to begin August 1, 2024, and terminating on July 30, 2029, not to exceed 5 years.

**Fiscal Impact**

**Approved in current year budget?**    ☒ Yes    ☐ No    ☐ N/A

Total Cost: \$71,650.00

Current year cost: \$71,650.00

Subsequent year(s) cost: \$71,650.00

**Narrative:** Operating need from our department budget.

**Funding Source**    ☐ One-time    ☒ Recurring    ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes, Operating Budget

**Expense Occurrence**    ☐ One-time    ☒ Recurring    ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?  
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

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

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

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

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



**City of Spokane**  
**PREVENTATIVE MAINTENANCE  
AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ACI NORTHWEST, INC.**, whose address is 6600 North Government Way, Dalton Gardens, Idaho 83815 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide HVAC Preventative Maintenance and On Call Repair Services at the Riverside Park Water Reclamation Facility; and*

*WHEREAS, the Contractor was selected from IPWQ 6154-24.*

*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 August 1, 2024, and ends on July 31, 2027, unless amended by written agreement or terminated earlier under the provisions. . The Agreement may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Agreement is described in the City's IPWQ and the Contractor's Response which is attached hereto as Exhibit 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 Contractor shall provide HVAC Preventative Maintenance and On Call Repair Services at the Riverside Park Water Reclamation Facility.

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 **SEVENTY-ONE THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$71,650.00)**, plus applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Contractor are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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](http://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 Consultant/Contractor/Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **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 one (1) year 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.

**ACI NORTHWEST, INC..**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Attachment A – Debarment Certification

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C – Contractor's Response to IPWQ

## ATTACHMENT A

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

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

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

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

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



## ATTACHMENT B

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

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

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

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

## **ATTACHMENT C**



## BID TABULATION

IPWQ 6154-24

REBID

### HVAC Preventative Maintenance On Call PW

<p>As a cost comparison for this bid, we are using the all-inclusive yearly cost to perform Scheduled Quarterly/Preventative Maintenance requirements. We also be using four (4) unscheduled emergency calls per year for an overall total of 16 hours, at an Emergency Hourly Rate. And thirty (30) unscheduled non-emergency calls per year for an estimated total of 200 hours per year, of which 75% or a 150 estimated hours would be at that Straight Hourly Rate; and 25%, or 50 estimated hours would be at the Overtime Hourly Rate. Associated Travel Cost for Unscheduled Calls will be used based an estimated thirty-four (34) unscheduled calls per year, with 4 being emergency calls and 30 being non-emergency calls.</p>		Estimated Quantity More or Less	MACDONI
Scheduled Service	Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, belts, gaskets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax		
Unscheduled Service:	Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the <b>Travel Cost to be incurred per-an-individual call out.</b>	34	100
Unscheduled Service:	Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.		
Straight Time Rate (150 hours)		150	135.00
Overtime Rate (50 hrs)		50	202.50

Emergency Work Rate (16 hours)	16	135.00
Holiday Rate (1 hour)	1	270.00
Other Cost		NA
Subtotal		
Applicable Tax		
Extended Total		

--



DALD MILLER	ACI NORTHWEST INC		MCKINSTRY		HOLADAY PARKS INC	
YEARLY COST for the 12- month period to be incurred here.		YEARLY COST for the 12- month period to be incurred here.		YEARLY COST for the 12- month period to be incurred here.		YEARLY COST for the 12- month period to be incurred here.
28,452.00		38,000.00		58,849.00		163,500.00
3,400.00	0	0.00	35	1,190.00	216	7,344.00
MARKUP SCHEDULE ATTACHED		65%		0.25		30-35%
20,250.00	135	20,250.00	135	20,250.00	175	26,250.00
10,125.00	200	10,000.00	202.5	10,125.00	262.5	13,125.00

2,160.00	200	3,200.00	135	2,160.00	262.5	4,200.00
270.00	200	200.00	270	270.00	350	350.00
	0		SEE BID RESPONSE		TRUCK CHARGE	2,720.00
64,657.00		71,650.00		98,998.00		214,769.00
5,819.13		6,448.50		8,909.82		19,329.21
70,476.13		78,098.50		107,907.82		234,098.21

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### Bid Response Summary

**Bid Number** IPWQ 6154-24  
**Bid Title** HVAC Preventative Maintenance On Call PW (Re-Bid)  
**Due Date** Thursday, June 20, 2024 3:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** ACI NORTHWEST INC  
**Submitted By** Bill Radobenko - Thursday, June 20, 2024 10:55:34 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 bradobenko@acinw.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
MANDATORY Pre Bid Meeting			
	1.	MANDATORY pre-bid meeting and walk through will be held on Thursday, 06/13/2024 at 10:00AM. The location will be at the Riverside Park Reclamation Facility HVAC (RPRWF), Lobby Area, 4401 N. Aubrey L. White Parkway, Spokane, WA 99205.	I acknowledge and agree
Default Item Group			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Quote represents that it has read and understands the specifications.	I acknowledge and agree
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	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. The contract awarded will be valid for a three-year base period. 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 two (2) one-year options with the total contract period not to exceed five (5) 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 the contractor's 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 Riverside Park Reclamation Facility 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 #2024-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 emailed to hbarnhart@spokanecity.org or mailed to Riverside Park Reclamation Facility, Attn: Office Manager, 4401 N. Aubrey L. White Parkway, Spokane, WA 99205	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 QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree	

CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Quote 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	
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for the person submitting this Quote response.	Mike Jones, 208-659-2120, mjones@acirw.com	
CONTRACTOR CONTACT INFORMATION	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Mike Jones, 208-659-2120, mjones@acirw.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	I acknowledge and agree	
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.	<p>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:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>.  Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge and agree	
C.	Apprenticeship	I acknowledge and agree	
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	I acknowledge and agree	

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	I acknowledge and agree	
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	I acknowledge and agree	
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	
TECHNICAL REQUIREMENTS			

Performance	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution 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	
Performance	PERMITS. The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies.	I acknowledge and agree	
Scope of Work	This scope is intended to provide clarification and is NOT intended to be a complete listing of the contractor's responsibilities.	I acknowledge and agree	
Scope of Work	Riverside Park Water Reclamation Facility (RPWRF) seeks an HVAC Service Provider Contract with a HVAC established and experienced company to provide Unscheduled and Scheduled HVAC Services. Vendor shall ensure techs and service/recovery equipment to be EPA-certified in regard to the Recovery of CFCs. Vendor shall provide copies of tech's certificates with proposals. The Contractor shall do all work, furnish all labor, materials, tools, equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the HVAC Services for RPWRF, 4401 N. Aubrey L. White Parkway, Spokane WA 99205.	I acknowledge and agree	

Scope of Work	Maintenance activities will be performed during normal business hours (7:30 a.m. to 4:00 p.m., Monday - Friday), with the option for after-hours arrangements. Vendor shall coordinate services with RPWRF HVAC Supervisor. Procedures shall be conducted in accordance with the manufacturer's specification. Vendor shall perform the necessary testing and calibration, to identifying defects and potential problem areas. "Department shall provide all maintenance materials, such as but limited to belts, filters, gaskets, oils, lubricants required. "	I acknowledge and agree	
Scope of Work	Contractor shall test and cycle all equipment after service is complete, to ensure proper operational conditions. After performing services, Vendor shall provide a service report with written documentation of tasks performed.	I acknowledge and agree	
Scope of Work	Contractor to provide a complete master equipment list to the department within the first 12 months of contract. Equipment list should include manufacturer, model number and serial number	I agree	
Scope of Work - Unscheduled Services	Emergency calls, Contractor shall be onsite within 4 hours of notification. On average it is estimated that there are 4 Emergency calls per year that could result in an estimated annual total of 16 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree	
Scope of Work - Unscheduled Services	Non-emergency calls, Contractor shall be onsite within 24 hours of notification. On average it is estimated that there are 30 Emergency calls per year, that could result in an estimated annual total of 200 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree	
Scope of Work - Scheduled Services Quarterly/Preventative Maintenance:	Mid-Summer / Mid-Winter Services provides a test and inspection service which verifies equipment operation during peak season operation.	I acknowledge and agree	

Scope of Work - Scheduled Services Quarterly/Preventative Maintenance:	Filter Service: Shall install air filter media. Service will be performed as required, during the scheduled service, for the applicable items on the equipment list. If changing environmental conditions or experience indicates that the filter-changing schedule needs to be adjusted, it will be modified by mutual consent. Contractor shall provide 6 filter change(s) per unit, per year. Filters will be provided by the Department.	I acknowledge and agree	
Scope of Work - Scheduled Services Quarterly/Preventative Maintenance:	Belt Replacement Service: Replace drive belts on an annual basis. Contractor shall provide 1 belt change per unit, per year. Belts will be provided by the Department.	I acknowledge and agree	
Scope of Work - Scheduled Services Quarterly/Preventative Maintenance:	Condenser Coil Cleaning Service: Condenser coil cleaning will be accomplished annually during the cooling season. If changing environmental conditions or experience indicates that the above condenser coil-cleaning schedule needs to be adjusted, it will be modified by mutual consent. Contractor shall provide 1 coil cleanings per unit, per year.	I acknowledge and agree	
Scope of Work - Scheduled Services Quarterly/Preventative Maintenance:	From the Documents Tab, the Contractor has reviewed the items to be covered for "Quarterly/Preventative Maintenance".	I acknowledge and agree	
Scope of Work	SUBCONTRACTORS. The Contractor shall not award work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	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.	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 Pricing Tab for the actual services performed.	I acknowledge and agree	
Professionalism	Successful Contractor 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	



Safety	The Contractor shall be responsible for implementing and maintaining their own safety program during the work. The Contractor will be required to participate in the Facility's safety orientation prior to any work activities at the RPWRF.	I acknowledge and agree	
Safety	Bidder has read and understand the Contractor Safety and Environmental Requirements document that is located in the "Documents" tab.	I acknowledge and agree	
Safety	The RPWRF Lock Out/Tag out (LOTO) system shall be used during all work activities. A copy of RPWRF LOTO Policy will be provided upon request. The Contractor shall use their own hard locks as part of these LOTO procedures.	I acknowledge and agree	
QUOTE			
Evaluating	As a cost comparison for this bid, we are using the all-inclusive yearly cost to perform Scheduled Quarterly/Preventative Maintenance requirements. We will also be using four (4) unscheduled emergency calls per year for an overall total of 16 hours, at an Emergency Hourly Rate. And thirty (30) unscheduled non-emergency calls per year for an estimated total of 200 hours per year, of which 75% or 150 estimated hours would be at that Straight Hourly Rate; and 25%, or 50 estimated hours would be at the Overtime Hourly Rate. Associated Travel Cost for Unscheduled Calls will be used based an estimated thirty-four (34) unscheduled calls per year, with 4 being emergency calls and 30 being non-emergency calls.	I acknowledge and agree	
Scheduled Service:	Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	\$38,000	
Unscheduled Service	Travel Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an-individual call out.	NA	

Unscheduled Service	Percentage Markup for Parts/Materials pertaining to Unscheduled Service. Materials and parts required for Unscheduled Service will be paid at Contractor's cost plus percentage markup. Enter Percentage Markup above Contractor's cost that would be applied.	65%	
Unscheduled Service	Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.	I acknowledge and agree	
Straight Time Rate	Hourly Rate -	\$135.00	
Overtime Rate	Hourly Rate -	\$200.00	
Emergency Work Rate	Hourly Rate -	\$200.00	
Holiday Rate	Hourly Rate -	\$200.00	
Other Cost	Bidders are to list any other cost that could be incurred. If not listed would not be allowed.	NA	
Quoting Errors	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I acknowledge and agree	
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Quote.	1	
Withdrawal of Quote	The Contractor agrees that its Quote 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 (5).pdf	
CONTRACTOR RESPONSIBILITY			
#1	Provide Washington State Contractor's Registration No.	ACINOI*922D8	
#2	Provide Contractor's U.B.I. Number	601-746-223	
#3	Provide Contractor's Washington Employment Security Department Number	NA	

#4	Provide Contractor's Washington Excise Tax Registration Number	A16694623	
#5	Provide Contractor's City of Spokane Business Registration Number	601746223	
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 and agree	

## SUBCONTRACTOR LIST

PROJECT NAME: Bid # IPWQ 6154-24

**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. \_\_\_\_\_

  X   NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 07/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

7/3/2024

**Clerk's File #**

**Cross Ref #**

OPR 2023-0828

**Project #**

**Council Meeting Date:** 08/12/2024

**Submitting Dept**

PUBLIC WORKS

**Bid #**

**Contact Name/Phone**

KATHERINE 625-6822

**Requisition #**

**Contact E-Mail**

KEMILLER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

5200 – REIMBURSEMENT AGREEMENT WITH SPOKANE TRANSIT AUTHORITY

### **Agenda Wording**

Reimbursement Agreement with Spokane Transit Authority (STA) for the Division Street Bus Rapid Transit (BRT) Project Development.

### **Summary (Background)**

Spokane Transit Authority (STA) approached the City of Spokane with a request for additional assistance during their Division Street BRT project. Council approved the initial agreement which covered the preliminary engineering phase of the project. The project has since progressed into the design stage which requires a new agreement due to the funding requirements STA must follow.

Lease? NO Grant related? NO Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

#### **Amount**

#### **Budget Account**

Neutral \$ 100,000.00

# 4250 30210 99999 33847 99999

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	July 15 <sup>th</sup> , 2024
<b>Submitting Department</b>	Public Works
<b>Contact Name</b>	Marlene Feist
<b>Contact Email &amp; Phone</b>	<a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Reimbursement Agreement with Spokane Transit Authority
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Spokane Transit Authority (STA) approached the City of Spokane with a request for additional assistance during their Division Street BRT project. Council approved the initial agreement which covered the preliminary engineering phase of the project. The project has since progressed into the design stage which requires a new agreement due to the funding requirements STA must follow. The new agreement would reimburse the City for time spent by the Director of Strategic Initiatives &amp; Development in support of STA's project similar to the last agreement.</p> <p>City costs eligible for reimbursement by STA include, but are not limited to, direct and indirect costs associated with time engaged by the City Director – Strategic Initiatives &amp; Development in planning, coordinating and participating in support of the Division Street Bus Rapid Transit Preliminary Engineering and Scoping Phase. Example activities include participation in meetings related to the Project, workflow support as it pertains to City input, coordinating City responses, coordination with other agencies as needed, and conflict resolution.</p> <p>The Term of this Agreement shall retroactively commence as of September 30<sup>th</sup>, 2023, and shall continue until the final date of completion of the Project or the date on which all reimbursement payments have been made by STA, whichever is earlier, unless terminated earlier in accordance with Section 12 of this agreement.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>Not to exceed \$100,000</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	

**Commented [A1]:** [Mention was removed] Should this reference a SOW?

**Expense Occurrence**    ☒ One-time    ☐ Recurring    ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?  
N/A
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
N/A
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
N/A

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



## DIVISION STREET BUS RAPID TRANSIT PROJECT DEVELOPMENT REIMBURSEMENT AGREEMENT

This Division Street Bus Rapid Transit Project Development Reimbursement Agreement (“Agreement”) is made and entered into by and between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); hereinafter each referred to individually as a “Party” and collectively as “Parties”.

WHEREAS, STA is a Public Transportation Benefit Area (“PTBA”) formed under and operating by virtue of the laws of the State of Washington and Chapter 36.57A Revised Code of Washington, and is the designated recipient of formula and discretionary funding from the Federal Transit Administration (“FTA”) within the Spokane Urbanized Area; and

WHEREAS, as part of *Connect Spokane*, STA’s comprehensive plan for public transportation in the PTBA, STA has commenced preliminary design & planning efforts to deliver its Division Bus Rapid Transit (“BRT”) Project (“Project” or “Division BRT”); and

WHEREAS, on September 20, 2023, the Federal Transit Administration (“FTA”) granted STA permission to enter into the project development phase of the Capital Investment Grant Small Starts Program for the Project; and

WHEREAS, the project development phase allows STA, prior to final grant approval, to utilize pre-award authority to incur costs for project development and retain FTA grant eligibility for said costs providing that relevant federal requirements are met; and

WHEREAS, the City, in concert with the Washington State Department of Transportation (“WSDOT”), is responsible for the planning, design and development of street infrastructure along the Division Street Corridor (“Corridor”); and

WHEREAS, STA and the City desire to collaborate on expectations, engineering and design efforts, requirements, permitting and construction of BRT improvements in the Corridor public right of way; and

WHEREAS, STA desires to provide for the reimbursement of certain costs incurred by the City for and related to the project development phase of STA’s Division BRT project.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties agree to the terms and conditions as follows:

### 1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions upon which STA shall reimburse the City for certain costs incurred by the City relating to the project development and related matters thereto during STA’s project development phase of the Project.

## 2. TERM

The Term of this Agreement shall retroactively commence as of September 30, 2023, and shall continue until the final date of completion of the Project or the date on which all reimbursement payments have been made by STA, whichever is earlier, unless terminated earlier in accordance with Section 12.

## 3. RATIFICATION

Acts taken since September 30, 2023, in conformity with the Agreement prior to its execution are hereby ratified and affirmed.

## 4. COST REIMBURSEMENT

- A. STA will reimburse the City for certain costs identified in this Agreement incurred by the City during the preliminary design and engineering phase of the Project.
- B. City costs eligible for reimbursement include, but are not limited to, direct and indirect costs associated with time engaged by the City Director – Strategic Initiatives & Development in planning, coordinating and participating in support of the Division Street Bus Rapid Transit Preliminary Engineering and Scoping Phase. Example activities include without limitation, participation in meetings related to the Project, workflow support as it pertains to City input, coordinating City responses, coordination with other agencies as needed, and conflict resolution. Bi-weekly meetings between the City Director – Strategic Initiatives & Development and the STA Senior Project Manager will be held to review the work items that were performed by the City Director – Strategic Initiatives & Development.
- C. All reimbursement payments made by STA to City under this Agreement shall be made with local and federal funds.

## 5. BUDGET

The total cost of reimbursed expenses pursuant to this Agreement shall not exceed \$100,000.00 (one hundred thousand dollars and zero cents) (“Budget”). Any costs in excess of the Budget shall be approved by the Parties in writing as an amendment to this Agreement.

## 6. INVOICING

- A. The City shall submit to STA quarterly invoices which shall include, by way of example and not limitation, the description of the work performed, the time period in which the work was performed, the hours worked, and the hourly rate for any labor performed. For consumables and materials, if any, an itemized invoice shall include, by way of example and not limitation, a description of the consumable or material, the total quantity, unit prices, and line-item total. Third-party reimbursable costs shall be supported by copies of all third-party invoices, receipts and similar records to fully substantiate the third-party costs. Third-party costs shall not be subject to any markup or additional fee.
  - 1) The first invoice after execution of the Agreement shall include all work performed from January 1, 2024, to the month prior to the date of execution of the Agreement, after which the City will invoice quarterly.

- B. Upon receipt of an invoice from the City, STA shall review such invoice for payment. Payment shall be made within thirty (30) days of invoice receipt. Provided, in the event STA has questions about any cost or amount submitted by the City for reimbursement, STA shall notify the City of such questions in writing not later than thirty (30) days after receipt of an invoice. The Parties agree to mutually resolve any invoice questions in good faith, provided, unresolved disputes will be handled pursuant to Section 11 of this Agreement, and STA shall timely process payment for all undisputed invoice costs regardless of the resolution of any dispute. Invoices shall be submitted to the address set forth in Section 8 below.

## 7. NOTICES

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

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

City of Spokane	Spokane Transit Authority
Mike Piccolo City Attorney City Hall, Fifth Floor 808 W Spokane Falls Blvd Spokane, WA 99201 E: <a href="mailto:mpiccolo@spokanecity.org">mpiccolo@spokanecity.org</a>	Spokane Transit Authority Attn: Contracts 1230 W Boone Ave Spokane, WA 99201 E: <a href="mailto:contracts@spokanetransit.com">contracts@spokanetransit.com</a>

## 8. COMMUNICATIONS

Any administrative or operational communications required by the Parties shall be directed to the Parties representatives set forth below:

City of Spokane	Spokane Transit Authority
Katherine Miller Director - Strategic Initiatives & Development City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201 E: <a href="mailto:kemiller@spokanecity.org">kemiller@spokanecity.org</a> P: (509) 625-6338	Karl Otterstrom Chief Planning and Development Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99203 E: <a href="mailto:kotterstrom@spokanetransit.com">kotterstrom@spokanetransit.com</a> P: (509) 325-6089

	Don Skillingsstad Senior Project Manager Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99203  E: <a href="mailto:dskillingsstad@spokanetransit.com">dskillingsstad@spokanetransit.com</a> P: (509) 344-1869
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Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties' representatives set forth above, or as may be revised by written notice in accordance with Section 7 of this Agreement.

## 9. INDEMNIFICATION

- A. STA agrees to indemnify, defend, save and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by STA pursuant to this Agreement.
  - 1) In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against STA, the City retains the right to participate in said suit if any principle of public law is involved.
  - 2) This indemnity and hold harmless shall include any claim made against the City by an employee of STA or subcontractor or agent of STA, even if STA is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. STA specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that ST A provide the broadest scope of indemnity permitted by RCW 4.24.115.
- B. The City agrees to indemnify, defend, save, and hold harmless ST A, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by City pursuant to this Agreement.
  - 1) In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, ST A retains the right to participate in said suit if any principle of public law is involved.
  - 2) This indemnity and hold harmless shall include any claim made against STA by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of STA. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

## 10. INDEPENDENT CAPACITY

- A. STA and the City are and shall at all times be deemed to be independent contractors in their performance under this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between either Party or between any of their employees. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to its performance pursuant to this Agreement. Nothing in this Agreement shall make any employee of STA an employee of the City or any employee of the City an employee of STA for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.
- B. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

## 11. DISPUTE RESOLUTION

- A. In the event of any dispute concerning this Agreement, the Parties representatives in Section 8 shall confer to resolve the dispute. These individuals shall use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this Agreement. In the event the Parties are unable to resolve the dispute, the City's Director - Strategic Initiatives & Development and STA's Chief Planning and Development Officer shall confer and exercise good faith to resolve the dispute.
- B. In the event the City's Director - Strategic Initiatives & Development and STA's Chief Planning and Development Officer are unable to resolve the dispute, the City Mayor and STA's Chief Executive Officer shall engage in good faith negotiations to resolve the dispute.
- C. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Mayor and STA's Chief Executive Officer may be submitted to mediation. If still not resolved, the Parties may seek any judicial remedies available in law and equity.
- D. The Parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps, such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process.

## 12. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Termination shall be effected by serving a Notice of Termination in accordance with Section 7 of this Agreement, setting forth the effective date of termination.

If either Party has any property in its possession belonging to the other Party, such Party shall account for same and return it to the other Party or dispose of it in the manner the other Party directs in writing.

## 13. FORCE MAJEURE

In the event that any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor

disturbance, exposition, sabotage, accident or other casualty, weather event, pandemic, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention, or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either Party to perform its obligations under this Agreement, pandemics, viral or communicable disease outbreak, quarantine or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

#### 14. NON-DISCRIMINATION

The Parties agree they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans' status, or the presence of any sensory, mental or physical handicap, or as otherwise provided by applicable law. This provision shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

#### 15. COMPLIANCE WITH LAWS

Each Party to this Agreement shall comply with all applicable federal, state and local laws and regulations.

#### 16. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning this Agreement not resolved in accordance with Section 11 shall be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court.

#### 17. ENTIRE AGREEMENT

This Agreement and its attachments, if any, constitute the entire Agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

#### 18. MODIFICATION

This Agreement may be amended or modified only by written instrument signed by the Parties.

## 19. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, or contrary to public policy, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

## 20. SUCCESSORS & ASSIGNS

This Agreement shall be binding on the Parties hereto. Neither Party may delegate the performance of any obligation hereunder to a third party without prior written approval from the other Party.

## 21. ANTI-KICKBACK

No officer, director, employee, agent or representative of the City of Spokane or the Spokane Transit Authority, 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.

## 22. CONFLICT OF INTEREST

No officer, director employee, agent or representative of the City of Spokane or the Spokane Transit Authority shall participate in the selection, award or administration of an agreement or contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise under the following circumstances, or as otherwise defined by law:

- A. the officer, director, employee, agent or representative;
- B. any member of his/her immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, any officer, director, employee, agent or representative of STA,

has a financial or other interest in the firm selected for award.

## 23. TRADEMARKS AND LOGOS

The Parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

## 24. PUBLIC RECORDS ACT

The Parties understand and acknowledge that the other Party is a municipal corporation of the State of Washington subject to the "Public Records Act", RCW 42.56, *et seq.*

The Parties understand and agree that the records it obtains or produces under this Agreement may be public records under the Public Records Act, or its successor act. The Parties shall cooperate in a timely manner in responding to a public records request ("PRR") related to this Agreement or any deliverable or work performed hereunder. Such cooperation shall include searching all records regarding this Agreement or any deliverable or work performed hereunder, and producing all records that are

potentially responsive to a PRR to the requesting Party. The Parties shall not charge the requesting Party for the time spent gathering and producing records pursuant to a PRR.

## 25. AUDIT/RECORDS

The Parties shall maintain for a minimum of three (3) years following final payment or expiration of this Agreement, whichever occurs later, all records related to its performance of this Agreement. A Party may audit any record related to this Agreement for any reason and the audited Party shall provide copies of and access to, at reasonable times, any such record upon request by the requesting Party. The Parties shall also provide access to authorized representatives of the Washington State Auditor's Office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to another party will remain the property of the furnishing Party, unless otherwise agreed in writing. Subject to Section 24 of this Agreement, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

## 26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

## 27. INCORPORATION OF FEDERAL TERMS & CONDITIONS

This Agreement is funded, in whole or in part, by Federal assistance and is subject to the *Federal Terms & Conditions* attached hereto and incorporated herein as Exhibit A.

## 28. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by email or other means of electronic transmission or electronically or digitally executed shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

[signatures on the following page]



## 29. SIGNATURES

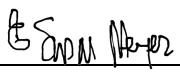
The Parties affirm the individuals signing this Agreement have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Agreement.

**City of Spokane****Spokane Transit Authority**

By: Lisa Brown  
Title: Mayor

Date: \_\_\_\_\_

Attest:

  
By: E. Susan Meyer  
Title: Chief Executive Officer

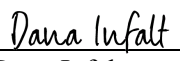
Date: Jul 3, 2024

Attest:

By: Terri Pfister  
Title: City Clerk

Date: \_\_\_\_\_

Approved as to form:

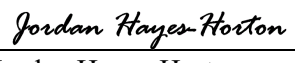
  
By: Dana Infalt  
Title: Clerk of the Authority

Date: Jul 3, 2024

Disadvantaged Business Enterprises Compliance

By: Margaret Harrington  
Title: Assistant City Attorney

Date: \_\_\_\_\_

  
By: Jordan Hayes-Horton  
Title: DBE Liaison

Date: Jun 26, 2024

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

## 1. DEFINITIONS

The following capitalized terms shall be defined as follows throughout these Federal Terms & Conditions (“T&C”). In the event of a conflict between these T&C and the document(s) to which they are attached, the terms of these T&C shall prevail.

Terms which are capitalized herein, but not defined hereunder, will have the same definition and meaning as used in the document(s) to which these T&C are attached. In the event of a conflict between the definition of a defined term in these T&C and the document(s) to which they are attached, the definition used in these T&C shall prevail in the interpretation of these T&C.

<b>Term</b>	<b>Definition</b>
ADA	Americans with Disabilities Act of 1990, as amended.
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
DOJ	United States Department of Justice
DOL	United States Department of Labor
DOT	United States Department of Transportation
EEOC	Equal Employment Opportunity Commission
EPA	United States Environmental Protection Agency
FHWA	United States Federal Highway Administration
FTA	Federal Transit Administration
GSA	United States General Services Administration
SAT	Federal Simplified Acquisition Threshold; Currently \$250,000.
T&C	These Federal Terms & Conditions.
US	United States of America
USC	United States Code

## 2. FLY AMERICA

- A. Applicability: All contracts involving transportation of persons or property by air between the US and/or places outside the US.
- B. Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.
- C. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

## 3. BUY AMERICA

- A. Applicability: Construction contracts and acquisition of goods or “Rolling Stock” valued at more than \$150,000.
- B. Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds.

Separate requirements for Rolling Stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling Stock must be manufactured in the US and have a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A Proposer shall submit appropriate Buy America certification to STA with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**4. CHARTER SERVICE**

- A. Applicability: Operational service contracts.
- B. Contractor shall comply with 49 USC 5323(d) and (r) and 49 CFR Part 604, which state that recipients and subrecipients of FTA assistance may not provide charter service using equipment or facilities acquired with Federal assistance if there is at least one private charter operator willing and able to provide the service, except as permitted by:
  - 1) 49 USC 5323(d) or other Federal transit laws;
  - 2) 49 CFR Part 604;
  - 3) Any other federal Charter Service regulations; or
  - 4) Federal guidance, except as FTA determines otherwise in writing.
- C. The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies, which may include:
  - 1) Barring STA, the Contractor, or any subcontractor operating public transportation from receiving Federal assistance;
  - 2) Withholding an amount of federal assistance from STA as provided by Appendix D to 49 Part 604; or
  - 3) Any other appropriate remedy.
- D. Contractor shall include this clause in each subcontract for the operation of public transit services.

**5. SCHOOL BUS OPERATIONS**

- A. Applicability: Operational service contracts.
- B. Pursuant to 49 USC 5323(f) and 49 CFR Part 605, Contractor and any of its subcontractors shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless permitted under specified exemptions. When operating exclusive school bus service under an allowable exemption, Contractor and any of its subcontractors shall not use federally funded equipment, vehicles, or facilities.
- C. Violations. If STA, the Contractor and any of its subcontractors operate school bus service in violation of FTA's School Bus laws and regulations, FTA may:
  - 1) Require STA, the Contractor and any of its subcontractors to take such remedial measures as FTA considers appropriate; or

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

- 2) Bar STA, the Contractor and any of its subcontractors from receiving Federal transit funds.

**6. CARGO PREFERENCE**

- A. Applicability: Contracts involving equipment, materials or commodities which may be transported by ocean vessels.
- B. Contractor shall abide by the provisions of 46 CFR 381 as follows:
- 1) Use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; and
  - 2) Furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to STA (through contractor in the case of a subcontractor's bill-of-lading.); and
  - 3) include these requirements in all subcontracts issued pursuant to this Contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

**7. SEISMIC SAFETY**

- A. Applicability: Architectural & Engineering contracts; Construction contracts for new buildings or additions to existing buildings.
- B. Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in DOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this Contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**8. ENERGY CONSERVATION**

- A. Applicability: All contracts.
- B. Contractor shall comply with mandatory standards and policies relating to energy efficiency stated in the Washington State energy conservation plan issued in compliance with the Energy Policy & Conservation Act (42 USC 6201 *et seq.*), and perform an energy assessment for any buildings constructed or altered in accordance with FTA *Requirements for Energy Assessments*, at 49 CFR Part 622, subpart C.

**9. CLEAN WATER**

- A. Applicability: All contracts and subcontracts over \$150,000.
- B. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* Contractor shall report each violation to STA and understands and agrees that STA shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

- C. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**10. BUS TESTING**

- A. Applicability: Rolling Stock purchase or lease contracts.
- B. Contractor [Manufacturer] shall comply with the Bus Testing requirements under 49 USC 5318(e) and FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models, or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor [Manufacturer] shall obtain a copy of the bus testing reports from the operator of the testing facility and make the report(s) available to the public prior to final acceptance of the first vehicle by STA or another recipient.

**11. PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS**

- A. Applicability: Rolling Stock (revenue service) purchases.
- B. Contractor shall comply with 49 USC 5323(m) and FTA's implementing regulation 49 CFR Part 663 and submit the following certifications:
- 1) Buy America Requirements. Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
    - a) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
    - b) The location of the final assembly point for the Rolling Stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
  - 2) Solicitation Specification Requirements. Contractor shall comply with the Buy America certification(s) submitted with its the bid specifications.
  - 3) Federal Motor Vehicle Safety Standards (FMVSS). Contractor shall submit:
    - a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or
    - b) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.
- C. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related FTA guidance.

**12. LOBBYING**

- A. Applicability: All contracts over \$100,000.
- B. Contractor shall execute the Lobbying Restriction Certificate attached to this Contract.

**13. ACCESS TO RECORDS AND REPORTS**

- A. Applicability: All contracts.
- B. The following access to records requirements apply to this Contract:

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

- 1) Access to Records. Under 49 USC 5325(g), FTA has the right to examine all records, documents, papers, and contracts related to any FTA funded project. Therefore, Contractor shall permit FTA and its contractors' access and rights to reproduce or copy project related documents. Pursuant to 49 CFR Part 633, this provision extends to any Project Management Oversight ("PMO") contractor if the federally funded contract is used in a major capital project as defined therein.
- 2) Records Retention. Pursuant to 2 CFR 200.333 Contractor shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including, but not limited to books, accounts, reports, data, documents, statistics, sub-agreements, leases, subcontracts, arrangements other third-party agreements of any type, and supporting materials related to those records for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor shall maintain such records until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 3) Access to the Sites of Performance. The Contractor agrees to permit STA, FTA, and its contractors' access to the sites of performance under this Contract as reasonably may be required.
- 4) Contractors shall include these requirements in their contracts and subcontracts with third parties at every tier.

**14. FEDERAL CHANGES**

- A. Applicability: All contracts.
- B. Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between STA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

**15. BONDING REQUIREMENTS**

- A. Applicability: All bonds are required for construction or facility improvement contracts or subcontracts exceeding the SAT.
- B. Bid Bond
  - 1) A bid bond equivalent to five percent (5%) of the bid price must be issued by a fully qualified surety company acceptable to STA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
  - 2) Rights Reserved
    - a) In submitting its bid, it is understood and agreed by Contractor that the right is reserved by STA to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of STA.
    - b) It is also understood and agreed that if the Contractor should withdraw any part or all of its bid within ninety (90) days after the bid opening without the written consent of STA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be

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unable to furnish adequate and acceptable performance and/or payment bond(s), or refuse or be unable to furnish adequate and acceptable insurance, Contractor shall forfeit its bid bond to the extent of STA's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security therefor.

- c) It is further understood and agreed that to the extent the Contractor's bid bond (excluding any income generated thereby which has been retained by STA as provided in the Instructions to Bidders) shall prove inadequate to fully recompense STA for the damages occasioned by default, then the Contractor agrees to indemnify STA and pay over to STA the difference between the bid bond and STA's total damages, so as to make STA whole.
  - d) The Contractor understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.
- C. Performance and Payment Bonds - Construction. The Contractor shall be required to obtain performance and payment bonds as follows:
- 1) Performance bonds.
    - a) The penal amount of performance bonds shall be one hundred percent (100%) of the original Contract sum, unless FTA determines in writing that a lesser amount would be adequate for the protection of the Federal interest. The bond shall be issued by a fully qualified surety company acceptable to STA and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder.
    - b) STA may require additional performance bond protection when the Contract sum is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract sum. STA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
  - 2) Payment bonds.
    - a) The penal amount of the payment bonds shall be one hundred percent (100%) of the original Contract sum, unless FTA determines in writing that a lesser amount would be adequate for the protection of the Federal interest. The bond shall be issued by a fully qualified surety company acceptable to STA and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder.
    - b) STA may require additional payment bond protection when the Contract sum is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract sum. STA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

16. **CLEAN AIR**

- A. Applicability. All contracts and subcontracts over \$150,000.
- B. Contractor shall comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act, 42 USC 7401 *et seq.* Contractor shall report each violation to STA and understands and agrees that STA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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- C. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**17. RECYCLED PRODUCTS**

- A. Applicability. All contracts for items designated by the EPA when STA or Contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds.
- B. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 42 USC 6962 *et seq.*, as amended, and the US Environmental Protection Agency's regulation titled *Comprehensive Procurement Guideline for Products Containing Recovered Materials*, 40 CFR Part 247.

**18. EMPLOYEE PROTECTIONS (DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS, DOL WORK HOURS AND SAFETY STANDARDS)**

- A. Applicability. Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting.
- B. Prevailing Wage and Anti-Kickback.

For all prime construction, alteration, or repair contracts in excess of \$2,000 awarded by STA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 USC § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the *Davis-Bacon Act*, 40 USC §§ 3141-3144 and 3146-3148, as supplemented by DOL regulations at 29 CFR Part 5, *Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction*. In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once per week. The Contractor shall also comply with the *Copeland "Anti-Kickback" Act*, 40 USC § 3145, as supplemented by DOL regulations at 29 CFR Part 3, *Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States*. The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**19. CONTRACT WORK HOURS & SAFETY STANDARDS ACT - CONSTRUCTION CONTRACTS**

- A. Applicability. Construction contracts over \$100,000.
- B. Contract Work Hours and Safety Standards.
- 1) For all construction contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the *Contract Work Hours and Safety Standards Act*, 40 USC §§ 3701-3708, as supplemented by the DOL regulations at 29 CFR Part 5. Under 40 USC § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements



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of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- 2) In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this clause.
- 3) STA or the FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- 4) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

## 20. CONTRACT WORK HOURS & SAFETY STANDARDS ACT – NON-CONSTRUCTION CONTRACTS

### A. Applicability. Non-construction contracts over \$100,000.

- 1) The Contractor shall comply with all federal laws, regulations and requirements providing wage and hour protections for non-construction employees, in accordance with 40 USC § 3702, *Contract Work Hours and Safety Standards Act*, and other relevant parts of that Act, 40 USC § 3701 *et seq.*, and US DOL regulations, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)*, 29 CFR Part 5.
- 2) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 3) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying or transcription by authorized representatives of the FTA and the

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Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

- 4) The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- A. Applicability. All contracts.
- B. STA and Contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the US Government, the US Government is not a party to this Contract and shall not be subject to any obligations or liabilities to STA, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract.
- C. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

- A. Applicability. All contracts.
- B. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq.*, and DOT regulations, *Program Fraud Civil Remedies*, 49 CFR 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying Contract or FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.
- C. If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5323(l)(1) on Contractor, to the extent the US Government deems appropriate.
- D. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

- A. Applicability. Contracts over \$25,000.
- B. The Contractor agrees to the following:
  - 1) It will comply with the requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by DOT regulations at 2 CFR Part 1200, which include the following:

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- a) It will not enter into any arrangement to participate in the development or implementation of the Contract with any third-party that is debarred or suspended except as authorized by:
  - (1) DOT regulations, *Nonprocurement Suspension and Debarment*;
  - (2) 2 CFR Part 1200, US OMB, *Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)*;
  - (3) 2 CFR Part 180, including any amendments thereto; and
  - (4) Executive Orders Nos. 12549 and 12689, *Debarment and Suspension*, 31 USC § 6101 note.
- b) It will review the GSA “System for Award Management” (<https://www.sam.gov>), if required by DOT regulations, 2 CFR Part 1200.
- c) It will include, and require each of its third-party contractors to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier third-party:
  - (1) Will comply with Federal debarment and suspension requirements; and
  - (2) Review the System for Award Management (<https://www.sam.gov>), if necessary, to comply with DOT regulations, 2 CFR Part 1200; and
- 2) If Contractor suspends, debar, or takes any similar action against a third-party or individual, Contractor will provide immediate written notice to the:
  - a) STA;
  - b) FTA Regional Counsel for the Region in which STA is located or implements the project;
  - c) FTA Project Manager if the project is administered by an FTA Headquarters Office; or
  - d) FTA Chief Counsel.

**24. CIVIL RIGHTS REQUIREMENTS**

A. Applicability. All contracts.

B. STA is an Equal Opportunity Employer. As such, STA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, STA agrees to comply with the requirements of 49 USC § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e *et seq.*, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US DOL regulations, *Office of Federal Contract Compliance Programs, Equal*

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*Employment Opportunity, Department of Labor, 41 CFR chapter 60, and Executive Order No. 11246, Equal Employment Opportunity in Federal Employment, September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.*

- 3) Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621-634, US Equal Employment Opportunity Commission (US EEOC) regulations, *Age Discrimination in Employment Act*, 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 *et seq.*, US Health and Human Services regulations, *Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*, 45 CFR Part 90, and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - 4) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 *et seq.*, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the DOL, the Contractor agrees to comply, and assures the compliance of each subcontractor, with:
- 1) DOL regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR chapter 60; and
  - 2) Executive Order No. 11246, *Equal Employment Opportunity*, as amended by Executive Order Nos. 11375 and 13672, 42 USC § 2000e note; and
  - 3) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
    - a) The Contractor's attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.
    - b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goal for Minority Participation Each Trade	Goal for Female Participation Each Trade
2.8%	6.9%

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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- d) As used in this notice, and in the Contract resulting from this solicitation, the "covered area" is Spokane County, City of Spokane, State of Washington.

## 25. BREACHES AND DISPUTE RESOLUTION

- A. Applicability. All contracts exceeding the SAT.
- B. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by STA's Contract Compliance Specialist. This decision shall be final and conclusive, unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to STA's CEO. In connection with such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of STA's CEO shall be binding upon Contractor and Contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 USC § 3729.
- C. Performance During Dispute. Unless otherwise directed in writing by STA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- D. Claims for Damages. Should either Party suffer injury or damage to person or property because of any act or omission of the other Party or of any of its employees, agents, or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within ten (10) days after the first observance of such injury or damage.
- E. Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between STA and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Washington.

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- F. Rights and Remedies. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by STA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. **PATENT AND DATA RIGHTS**

- A. Applicability. Contracts involving experimental, developmental, or research work.

- B. Patent Rights.

- 1) General. STA and the Contractor agree:

- a) Depending on the nature of the project, the Federal Government may acquire patent rights when STA or Contractor produces a patented or patentable invention, improvement, or discovery.
- b) The Federal Government's rights arise when the patent or patentable information is conceived under the project or reduced to practice under the project.
- c) When a patent is issued or patented information becomes available, the Contractor agrees to:
  - (1) Notify STA immediately, and
  - (2) Provide STA a detailed report satisfactory to FTA.

- 2) Federal Rights. The Contractor agrees that:

- a) Its rights and responsibilities, and the rights and responsibilities of each subcontractor, in that federally funded invention, improvement or discovery will be determined as provided by applicable Federal laws, regulations and guidance, including any waiver thereof; and
- b) Unless the Federal Government determines otherwise in writing, irrespective of the Contractor's status or the status of any subcontractor as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education or an individual, the Contractor agrees to transmit the Federal Government's patent rights to FTA as specified in:
  - (1) 35 USC § 200 *et seq.*; and
  - (2) US Department of Commerce regulations, *Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*, 37 CFR Part 401.

- 3) License Fees and Royalties. As permitted by 2 CFR 200, Appendix II (F):

- a) License fees and royalties for patents, patent applications and inventions derived from the project are program income; and
- b) The Contractor has no obligation to the Federal Government with respect to those license fees or royalties; except:
  - (1) For compliance with 35 USC § 200 *et seq.*, which applies to patent rights developed under a federally funded research-type projects; and

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(2) As FTA determines otherwise in writing.

C. Rights in Data and Copyrights.

- 1) Definition of “Subject Data” means recorded information:
  - a) Copyright. Whether or not copyrighted; and
  - b) Delivery. That is delivered or specified to be delivered under the Contract.
- 2) Examples of Subject Data include, but are not limited to:
  - a) Computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information; but
  - b) Do not include financial reports, cost analyses or other similar information used for project administration.
- 3) General Federal Restrictions. The following restrictions apply to all Subject Data first produced in the performance of STA’s project supported by the Contract:
  - a) Prohibitions. The Contractor may not:
    - (1) Publish or reproduce any Subject Data in whole or in part, or in any manner or form; or
    - (2) Permit others to do so; but
  - b) Exceptions. The prohibitions of Rights in Data and Copyrights do not apply to:
    - (1) Publications or reproductions for STA’s own internal use;
    - (2) An institution of higher learning;
    - (3) The portion of Subject Data that the Federal Government has previously released or approved for release to the public; or
    - (4) The portion of data that has the Federal Government’s prior written consent for release.
- 4) Federal Rights in Data and Copyrights. The Contractor agrees that:
  - a) License Rights. The Contractor must provide a license to its Subject Data to the Federal Government, which license is royalty-free, non-exclusive, and irrevocable.
  - b) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes:
    - (1) Reproduce the Subject Data;
    - (2) Publish the Subject Data;
    - (3) Otherwise use the Subject Data; and
    - (4) Permit other entities or individuals to use the Subject Data.
- 5) Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the project to STA and its third-party participants. Therefore, the Contractor agrees that:

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- a) Publicly Available Report. When the project is completed, it must provide a project report that FTA may publish or make available for publication on the Internet; and
- b) Other Reports. It must provide other reports pertaining to the project that FTA may request.
- c) Availability of Subject Data. FTA may make available to any FTA recipient or any of its third-party participants at any tier of the project, either FTA's copyright license to the Subject Data or a copy of the Subject Data, except as the Federal Government determines otherwise in writing.
- d) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
- e) Incomplete Project. If the project is not completed for any reason whatsoever, all data developed under the project becomes Subject Data and must be delivered as the Federal Government may direct; but
- f) Exception. Rights in Data and Copyrights Section 27.C does not apply to an adaptation of automatic data processing equipment or program that is both:
  - (1) For STA's use, and
  - (2) Acquired with FTA capital program funding.
- 6) License Fees and Royalties. As permitted by 49 CFR Parts 18 and 19:
  - a) License fees and royalties for copyrighted material or trademarks derived from project are program income; and
  - b) The Contractor has no obligation to the Federal Government with respect to those license fees or royalties, except:
    - (1) For compliance with 35 USC § 200 *et seq.*, which applies to patent rights developed under a federally funded research-type project; and
    - (2) As FTA determines otherwise in writing.
- 7) Hold Harmless. Upon request by the Federal Government, the Contractor agrees that:
  - a) Violation by Contractor.
    - (1) If it willfully or intentionally violates any proprietary rights, copyrights or right of privacy, and
    - (2) Its violation occurs from any of the following uses of Project data: publication, translation, reproduction, delivery, use or disposition, then
    - (3) It will indemnify, save, and hold harmless against any liability, including costs and expenses of:
      - (a) The Federal Government's officers acting within the scope of their official duties;
      - (b) The Federal Government's employees acting within the scope of their official duties; and
      - (c) Federal Government's agents acting within the scope of their official duties; but
    - (4) Exceptions. The Contractor will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights if:



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- (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents; or
  - (b) State law. If indemnification is prohibited or limited by applicable State law.
- 8) Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:
- a) Implies a license to the Federal Government under any patent; or
  - b) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 9) Data Developed Without Federal Funding or Support. The Contractor understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:
- a) Protections. Rights in Data and Copyrights Sections 27.C.1) through 27.C.4) generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the project; and
  - b) Identification of Information. The Contractor understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential”.
- 10) Requirements to Release Data. The Contractor understands and agrees that the Federal Government may be required to release project data and information STA submits to the Federal Government as required by:
- a) The Freedom of Information Act, 5 USC § 552;
  - b) Another applicable Federal law requiring access to project records;
  - c) DOT regulations, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, specifically 2 CFR § 200.211 or
  - d) Other applicable Federal regulations and guidance pertaining to access to project records.

**27. TRANSIT EMPLOYEE PROTECTIVE PROVISIONS**

- A. Applicability. All contracts.
- B. Public Transportation Employee Protective Arrangements. The Contractor agrees that 49 USC § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. DOL recognizes the following categories of arrangements:
  - 1) DOL Certification. When the Contract involves public transportation operations and is financed with funding made available or appropriated for 49 USC §§ 5307, 5309, 5312, 5337 or 5339, as amended by MAP-21, or former 49 USC §§ 5308, 5309, 5312 or other provisions of law as required by the Federal Government, DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Contract. Therefore, the Contractor understands and agrees, and assures that Contractor, and any subcontractors, providing public transportation operations will agree, that:

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

- a) It must carry out the Contract as provided in its DOL Certification, which contains the terms and conditions that DOL has determined to be fair and equitable to protect the interests of any employees affected by the Contract;
  - b) It must comply with 49 USC § 5333(b), and any future amendments thereto;
  - c) It will follow the DOL guidelines, *Guidelines, Section 5333(b), Federal Transit Law*, 29 CFR Part 215, except as DOL determines otherwise in writing;
  - d) It must comply with the terms and conditions of the DOL certification of public transportation employee protective arrangements for the project, which certification is dated as identified on the Contract, including:
    - (1) Alternative comparable arrangements DOL has specified for the project;
    - (2) Any revisions DOL has specified for the project; or
    - (3) Both;
  - e) It must comply with the following documents and provisions incorporated by reference in and made part of the Contract for the project:
    - (1) The DOL certification of public transportation employee protective arrangements for the project, which certification is dated as identified on the Contract;
    - (2) The documents cited in that DOL certification for the project;
    - (3) Any alternative comparable arrangements that DOL has specified for the project; and
    - (4) Any revisions that DOL has specified for the project.
- 2) Special Warranty. When the project involves public transportation operations and is financed with funding made available or appropriated for 49 USC § 5311, as amended by MAP-21, for former 49 USC § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Contractor understands and agrees, and assures that it, and any subcontractors, providing public transportation operations will agree, that:
- a) It must comply with Federal transit laws, specifically 49 USC § 5333(b);
  - b) Follow the DOL guidelines, *Guidelines, Section 5333(b), Federal Transit Law*, 29 CFR Part 215, except as DOL determines otherwise in writing;
  - c) It will comply with the DOL Special Warranty for its project that is most current on the date when it executed the Contract, and documents cited therein, including:
    - (1) Any alternative comparable arrangements DOL has specified for the project;
    - (2) Any revisions DOL has specified for the project; or
    - (3) Both;
  - d) It will comply with the following documents and provisions incorporated by reference in and made part of the Contract:
    - (1) The DOL Special Warranty for its project;
    - (2) Documents cited in that Special Warranty;
    - (3) Alternative comparable arrangements DOL specifies for the project; and

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

(4) Any revisions that DOL has specified for the project.

- 3) Special Arrangements for 49 USC § 5310 Projects. The Contractor understands and agrees, and assures that any subcontractors providing public transportation operations will agree, that although pursuant to 49 USC § 5310, and former 49 USC §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 USC § 5333(b) to subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions:
- a) FTA will make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds); and
  - b) FTA reserves the right to make other exceptions as it deems appropriate.

## 28. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. Applicability. All contracts.
- B. This Contract is subject to the requirements of Title 49, CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is ten percent (10%). STA’s overall goal for DBE participation may be found at <https://www.spokanetransit.com/about-sta/disadvantaged-business-enterprise-program>.
- C. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as STA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- D. If a separate contract goal has been established, Contractor is required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- E. If no separate Contract goal has been established, the successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- F. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor’s receipt of payment for that work from STA. In addition, the Contractor may not hold retainage from its subcontractors.
- G. The Contractor must promptly notify STA whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of STA.

## 29. PROMPT PAYMENT

- A. Applicability. All contracts.

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

- B. The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Contractor receives from STA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of STA. This clause applies to both DBE and non-DBE subcontracts.

**30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

- A. Applicability. All contracts.
- B. The provisions herein include, in part, certain Standard Terms & Conditions required by DOT, whether or not expressly stated in these contract provisions. All DOT-required contractual provisions, as stated in FTA Circular 4220.1F and the Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause STA to be in violation of FTA terms and conditions.

**31. DRUG & ALCOHOL ABUSE AND TESTING**

- A. Applicability. Operational service contracts performing safety-sensitive functions as defined under 49 CFR 655.4.
- B. The Contractor agrees to comply with the following Federal substance abuse regulations:
  - 1) Drug-Free Workplace. DOT regulations, *Drug-Free Workplace Requirements (Grants)*, 49 CFR Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 USC §§ 8103 *et seq.*; and
  - 2) 49 CFR Part 655, Alcohol Misuse and Prohibited Drug Use in Transit Operations. FTA Regulations, *Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*, 49 USC 5331, as amended by MAP-21, 49 CFR Part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

**32. OTHER FEDERAL REQUIREMENTS:**

- A. Full and Open Competition. In accordance with 49 USC § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.
- B. Prohibition Against Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.
- C. Conformance with ITS National Architecture. Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 USC Section 512 note and follow the provisions of FTA Notice, *FTA National Architecture Policy on Transit Projects*, 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
- D. Access Requirements for Persons with Disabilities. Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

- E. Notification of Federal Participation. To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, Contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and express that amount of Federal assistance as a percentage of the total cost of the third-party contract.
- F. Interest of Members or Delegates to Congress. No members of, or delegates to, the US Congress shall be admitted to any share or part of this Contract nor to any benefit arising therefrom.
- G. Ineligible Contractors and Subcontractors. Any name appearing upon the Comptroller General's list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for Contractor pursuant to this Contract. If Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, STA shall cancel, terminate, or suspend this Contract.
- H. Real Property. Any contract entered into shall contain the following provisions:
  - 1) Contractor shall at all times comply with all applicable statutes and DOT regulations, policies, procedures, and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR Part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and the Master Agreement between STA and FTA, as they may be amended or promulgated during the term of this Contract.
  - 2) Contractor's failure to so comply shall constitute a material breach of this Contract.
- I. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Contractor agrees to promote environmental justice by following:
  - 1) Executive Order No. 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, February 11, 1994, 42 USC § 4321 note, as well as facilitating compliance with that Executive Order; and
  - 2) DOT Order 5610.2, *Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, 62 Fed. Reg. 18377, April 15, 1997; and
  - 3) The most recent and applicable edition of FTA Circular 4703.1, *Environmental Justice Policy Guidance for Federal Transit Administration Recipients*, August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.
- J. Environmental Protections. Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include:
  - 1) the National Environmental Policy Act of 1969;
  - 2) the Clean Air Act;
  - 3) the Resource Conservation and Recovery Act;

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

- 4) the comprehensive Environmental Response, Compensation and Liability Act; and
- 5) environmental provisions with Title 23 USC, and 49 USC chapter 53.

The EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

- K. Geographic Information and Related Spatial Data. Any Contract activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.
- L. Geographic Preference. All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).
- M. Organizational Conflicts of Interest. The Contractor agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:
  - 1) When It Occurs. An organizational conflict of interest occurs when the project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
    - a) To that third-party or another third-party performing the project work, and
    - b) That impairs that third-party's objectivity in performing the project work, or
    - c) An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions.
  - 2) Disclosure Requirements. Consistent with FTA policies, the Contractor must disclose to STA, and each of its subcontractors must disclose to the Contractor:
    - a) Any instances of organizational conflict of interest, or
    - b) Violations of federal criminal law, involving fraud, bribery or gratuity violations potentially affecting the federal award.
  - 3) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.
- N. Veterans Preference. As provided by 49 USC § 5325(k), to the extent practicable, the Contractor agrees and assures that each of its subcontractors:
  - 1) Will give a hiring preference to veterans, as defined in 5 USC § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with federal assistance appropriated or made available for 49 USC chapter 53; and
  - 2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
- O. Safe Operation of Motor Vehicles.
  - 1) Seat Belt Use. The Contractor agrees to implement Executive Order No. 13043, *Increasing Seat Belt Use in the United States*, April 16, 1997, 23 USC § 402 note, (62 Fed. Reg. 19217), by:

## EXHIBIT A

## FEDERAL TERMS &amp; CONDITIONS

- a) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles: and
  - b) Including a “Seat Belt Use” provision in each third-party agreement related to the Contract.
- 2) Distracted Driving, Including Text Messaging While Driving. The Contractor agrees to comply with:
- a) Executive Order No. 13513, *Federal Leadership on Reducing Text Messaging While Driving*, October 1, 2009, 23 USC § 402 note, (74 Fed. Reg. 51225);
  - b) DOT Order 3902.10, *Text Messaging While Driving*, December 30, 2009: and
  - c) The following DOT Special Provision pertaining to Distracted Driving:
    - (1) Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle STA owns, leases or rents, or a privately-owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract.
    - (2) Contractor Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
    - (3) Extension of Provision. The Contractor agrees to include this Section in all third-party agreements and encourage any third-party to comply with this section, and include this Section 33.O in each third-party agreement at each tier supported with federal assistance.
- P. Notification of Dispute, Breach, Default and Litigation. Contractor, its subconsultants and subcontractors, of any tier, shall promptly notify (through the Contractor) STA in writing of any current or prospective legal matter that may impact any contract that is considered a “covered transaction” in accordance with 2 CFR §§ 180.220 and 1200.220. The Contractor, its subconsultants and subcontractors, shall include the requirements of this section in all subcontracts with third parties at every tier.
- Q. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
- 1) Contractors and its subconsultants and subcontractors of every tier are prohibited from expending funds to:
    - a) Procure or obtain;
    - b) Extend or renew a contract to procure or obtain; or
    - c) Enter into a contract or extend or renew a contract to procure or obtain equipment, services or systems that uses "Covered Telecommunications Equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, Covered Telecommunications Equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities.

## EXHIBIT A

### FEDERAL TERMS & CONDITIONS

- (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.





## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 07/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

6/26/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

2018099

**Council Meeting Date:** 08/12/2024

**Submitting Dept**

INTEGRATED CAPITAL

**Bid #**

**Contact Name/Phone**

NATE SULYA 625-6988

**Requisition #**

CR 26459

**Contact E-Mail**

NSULYA@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4250 - CONTRACT AMENDMENT WITH GSI WATER SOLUTIONS FOR WELL

### **Agenda Wording**

Contract Amendment with GSI Water Solutions, Inc. for the Well Electric New Well Field study and extending through December 31, 2025 - additional \$132,900.00. Total contract amount: \$875,150.00.

### **Summary (Background)**

The 1920 era well station needs to be rebuilt and an earlier study recommended constructing deeper wells in two new buildings at the site. The purpose of the Well Electric New Well Study is to evaluate the Well Electric site for groundwater expansion. To date, monitoring wells have been drilled on both sites, and the project's next steps involve installation and pumping of test production wells, followed by analysis of the pumping test data and development of concept plans of wellfields.

Lease? NO Grant related? NO Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 132,900.00

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

#### **Amount**

#### **Budget Account**

Expense \$ 132,900.00

# 4250 42300 94340 56501 15788

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	DAVIS, MARCIA	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

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## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	7/15/2024
<b>Submitting Department</b>	ICM
<b>Contact Name</b>	Mark Papich
<b>Contact Email &amp; Phone</b>	<a href="mailto:mpapich@spokanecity.org">mpapich@spokanecity.org</a>   509-625-6310
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Well Electric New Well Field Study Contract Amendment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>GSI Water Solutions, Inc. was selected to complete the Well Electric New Well Field Study in October 2021. This 1920 era well station needs to be rebuilt and an earlier study recommended constructing deeper wells in 2 new buildings at the site. The purpose of the Well Electric New Well Study is to evaluate the Well Electric site for groundwater expansion.</p> <p>This contract amendment is both for a time extension and cost increase.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$132,900 for the amendment, total project cost \$875,150</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>Unanticipated costs and increased scope require amending the contract amount.</u></p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Reallocation</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>n/a</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities?</li> </ul> <p>Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</p> <ul style="list-style-type: none"> <li>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</li> </ul> <p>N/A</p>	

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

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

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

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

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A



**City of Spokane**  
**CONTRACT AMENDMENT/EXTENSION**  
Title: **WELL ELECTRIC NEW  
WELL FIELD STUDY**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GSi WATER SOLUTIONS, INC.**, whose address is 55 SW Yamhill Street, Suite 300, Portland, Oregon 97204 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform a Well Electric New Well Field Study; and*

*WHEREAS, additional work and time to perform has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated November 15, 2021 and November 19, 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/Extension shall become effective on July 1, 2024 and shall run through December 31, 2025.

**3. AMENDMENT.**

The original Agreement is hereby amended to allow for increased costs and time to complete the Project in accordance with the attached Contract Amendment No. 2 Request.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$132,900.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment/Extension, 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/Extension by having legally-binding representatives affix their signatures below.

**GSi WATER SOLUTIONS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**  
Consultant's Contract Amendment No. 2 Request

24-119

## TASK 8

### Groundwater Development Evaluation of the Site Across the River from the Well Electric Well Station

- One deep exploration boring converted to a monitoring well at the planned location along the right-of-way west of the existing well station (i.e., south of the river)
- One deep exploration boring converted to a monitoring well at the parcel across the river
- One test well at either location (i.e., one or the other) based on findings from the two deep exploration boreholes and City preference
- One shallow monitoring well installed next to the test well
- Conduct a site visit
- Evaluate setbacks and identifying a target drilling/work area
- Develop conceptual well design(s)
- Evaluate water disposal options and identifying a preferred location
- Develop a work sequence between the north and south sites
- Develop additional technical specifications
- Conduct utility locates
- Provide additional construction management support and managing the drilling contractor
- Collect soil samples for sieve analyses
- Analyze grain-size distributions and developing screen design
- Collect groundwater quality samples
- Generate a boring log and as-built diagram
- Refine/update the groundwater model
- Conceptualize facility layout
- Reporting and Task management



## Contract Amendment Request: Amendment No. 2

**To:** Mark Papich, City of Spokane Integrated Capital Management Department  
Marcia Davis, City of Spokane Integrated Capital Management Department

**From:** Kenny Janssen, GSI Water Solutions, Inc.  
John Porcello, GSI Water Solutions, Inc.

**Date:** June 21, 2024

**RE:** Well Electric New Well Field Study (Contract OPR 2021-0713)

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### Introduction

GSI Water Solutions, Inc. (GSI), and its teaming partners (Landau Associates and Consor North America, Inc.) are currently conducting a hydrogeologic investigation for the City of Spokane, Washington (City) at the City's Well Electric Well Station. The project was first contracted in October 2021 with a scope of work that was focused on the existing well station property on the south bank of the Spokane River, at Upriver Dam. In June 2022, the City approved a contract amendment (Amendment No. 1) to expand the study to a second City-owned parcel of land across from Well Electric on the north side of the river. To date, monitoring wells have been drilled on both sites, and the project's next steps involve installation and pumping of test production wells, followed by analyses of the pumping test data and development of concept plans for full development of wellfields on both properties.

This letter requests (1) an extension of time for the contract and (2) a budget increase of \$132,900 to cover unanticipated costs incurred to date and increases in projected costs for the project moving forward. Details regarding these two topics are presented below.

### Contract Time Extension

The original project schedule was delayed after completion of the monitoring wells on both land parcels in order to allow microscopic particulate analysis (MPA) and other water quality sampling to occur before commencing the installation of one or two test production wells, and to inform decisions about whether to install a test production well on one or both of the City-owned properties. In a series of meetings held in late April and May, City staff informed us that the City wishes to proceed with test well installation and pumping activities on both properties. The drilling contractor is expected to begin that work this summer or early fall, and field work is expected to be completed in early 2025. Data analyses, documentation, and development of concept plans is expected to take approximately 6 months after completion of the field work. To provide the City with maximum flexibility in administering the contract, we recommend that the contract be extended to an end date of December 31, 2025. It is our hope that the project work will be largely completed by mid-2025. A revised schedule will be provided after drilling work has begun this summer/fall.



## Budget Amendment

A budget increase of \$132,900 is requested to complete the project. This will raise the total authorized project budget to \$875,150, compared with the current budget of \$742,250 that was authorized by the City in June 2022 under Budget Amendment No. 1. The requested budget increase of \$132,900 consists of the following:

- Increased labor costs since development of the original proposal in 2021.
- \$18,500 of additional budget (in Task 7) to provide groundwater model visualizations, to support the City's work to produce a video about groundwater conditions and its well stations.
- Increased GSI labor costs and subconsultant costs (primarily by Landau Associates) incurred to date for additional work activities not in the original and amended work scopes and for greater-than-anticipated time requirements for conducting and managing in-scope activities. These include:
  - Longer-than-anticipated field oversight of drilling activities on the north parcel.
  - Installation of two monitoring wells, rather than one, on the north parcel.
  - Two rounds of MPA sampling in late 2023 (October and November), rather than one round.
  - PFAS sampling, which requires more rigorous sampling protocols (and thus time) than MPA sampling and general water quality sampling.
  - Additional laboratory coordination work, additional laboratory analytical costs, and additional data validation and tabulation efforts (for MPA, PFAS, and general water quality sample results).

Table 1 below provides a summary of the current and requested budgets for each task under this proposal. Table 2 shows the same information but with additional rows showing the allocation of costs between GSI and its two subconsultants (Landau Associates and Consor). As shown in these tables, costs originally allocated to Task 6 will cover out-of-scope work incurred to date and a portion of the costs necessary to complete the project, but additional funding (\$132,900) is needed in order to complete the project.

**Table 1 – Budget Amendment Summary**

Task	Description	Current Total Budget Under Amendment No. 1	Requested Budget Change Under Amendment No. 2	Requested Total Budget Under Amendment No. 2
1	Field Program Planning	\$56,100	+ \$300	\$56,400
2	Test Well Installation and Field Investigation	\$249,900	+ \$108,000	\$357,900
3	Data Analysis, Evaluation, and Recommendations	\$61,800	+ \$1,000	\$62,800
4	Wellfield, Pumping System, and Facility Conceptual Plans	\$55,200	+ \$2,700	\$57,900
5	Report	\$44,000	+ \$4,500	\$48,500
6	Transmission Main Analysis and River Crossing Feasibility Assessment	\$115,900	- \$115,900	\$0
7	Additional As-Needed Services	\$48,800	+ \$33,700	\$82,500
8	North Site Evaluation	\$110,550	+ \$98,600	\$209,150
<b>TOTALS</b>		<b>\$742,250</b>	<b>\$132,900</b>	<b>\$875,150</b>

*Costs for subconsultant services provided to GSI by Landau and Consor include a 4 percent markup.*

**Table 2 – Budget No. 2 Amendment Details**

Task	Description	Current Total Budget Under Amendment No. 1	Requested Budget Change Under Amendment No. 2	Requested Total Budget Under Amendment No. 2
<b>1</b>	<b>Field Program Planning</b>	<b>\$56,100</b>	<b>+ \$300</b>	<b>\$56,400</b>
	GSI Labor and Expenses	\$33,098	- \$2,234	\$30,864
	Landau Associates	\$18,678	+ \$1,458	\$20,136
	Conсор	\$3,232	+ \$2,168	\$5,400
	PQ Products	\$1,092	- \$1,092	\$0
<b>2</b>	<b>Test Well Installation and Field Investigation</b>	<b>\$249,900</b>	<b>+ \$108,000</b>	<b>\$357,900</b>
	GSI Labor and Expenses	\$127,932	+ \$60,836	\$188,768
	Landau Associates	\$116,705	+ \$48,152	\$164,857
	Conсор	\$4,275	\$0	\$4,275
	PQ Products	\$988	- \$988	\$0
<b>3</b>	<b>Data Analysis, Evaluation, and Recommendations</b>	<b>\$61,800</b>	<b>+ \$1,000</b>	<b>\$62,800</b>
	GSI Labor and Expenses	\$32,575	+ \$1,832	\$34,407
	Landau Associates	\$24,087	- \$832	\$23,255
	Conсор	\$5,138	\$0	\$5,138
	PQ Products	\$0	\$0	\$0
<b>4</b>	<b>Wellfield, Pumping System, and Facility Conceptual Plans</b>	<b>\$55,200</b>	<b>+ \$2,700</b>	<b>\$57,900</b>
	GSI Labor and Expenses	\$15,233	+ \$2,700	\$17,933
	Landau Associates	\$10,683	\$0	\$10,683
	Conсор	\$29,284	\$0	\$29,284
	PQ Products	\$0	\$0	\$0
<b>5</b>	<b>Report</b>	<b>\$44,000</b>	<b>+ \$4,500</b>	<b>\$48,500</b>
	GSI Labor and Expenses	\$22,305	+ \$4,500	\$26,805
	Landau Associates	\$21,695	\$0	\$21,695
	Conсор	\$0	\$0	\$0
	PQ Products	\$0	\$0	\$0
<b>6</b>	<b>Transmission Main Analysis and River Crossing Feasibility Assessment</b>	<b>\$115,900</b>	<b>- \$115,900</b>	<b>\$0</b>
	GSI Labor and Expenses	\$3,500	- \$3,500	\$0
	Landau Associates	\$76,390	- \$76,390	\$0
	Conсор	\$36,010	- \$36,010	\$0
	PQ Products	\$0	\$0	\$0
<b>7</b>	<b>Additional As-Needed Services</b>	<b>\$48,800</b>	<b>+ \$33,700</b>	<b>\$82,500</b>
	GSI Labor and Expenses	\$20,110	+ \$33,940	\$54,050
	Landau Associates	\$23,585	\$0	\$23,585
	Conсор	\$4,865	\$0	\$4,865
	PQ Products	\$240	- \$240	\$0
<b>8</b>	<b>North Site Evaluation</b>	<b>\$110,550</b>	<b>+ \$98,600</b>	<b>\$209,150</b>
	GSI Labor and Expenses	\$33,000	+ \$21,260	\$54,260
	Landau Associates	\$60,250	+ \$79,040	\$139,290
	Conсор	\$15,600	\$0	\$15,600
	PQ Products	\$1,700	- \$1,700	\$0
<b>TOTALS</b>		<b>\$742,250</b>	<b>\$132,900</b>	<b>\$875,150</b>
	GSI Labor and Expenses	\$287,753	+ \$119,334	\$407,087
	Landau Associates	\$352,073	+ \$51,428	\$403,501
	Conсор	\$98,404	- \$33,842	\$64,562
	PQ Products	\$4,020	- \$4,020	\$0

Costs for subconsultant services provided to GSI by Landau and Conсор include a 4 percent markup.

We value our partnership with the City and appreciate this opportunity to continue to do business with you. Please contact us if you have any questions regarding this contract amendment request.

Sincerely,  
GSI Water Solutions, Inc.

A handwritten signature in blue ink, appearing to read "Kenny Janssen", with a horizontal line extending from the end.

Kenny Janssen, LG  
Principal Hydrogeologist

A handwritten signature in blue ink, appearing to read "John Porcello", with a horizontal line extending from the end.

John Porcello, LHG  
Principal Groundwater Hydrologist



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2024

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

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

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT</b> NAME: Mandy Guo PHONE (A/C, No, Ext): 510-272-1402 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com
License#: 6003745 GROUSOL-03	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Accident and Indemnity Company <b>INSURER B:</b> Crum & Forster Specialty Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Groundwater Solutions, Inc. dba GSI Water Solutions, Inc. 650 NE Holladay Suite 900 Portland, OR 97232	<b>NAIC #</b> 22357 44520

**COVERAGES****CERTIFICATE NUMBER:** 1955001757**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK145683	11/1/2023	11/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57UECVK6212	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional & Contractors Pollution Liability	Y	Y	EPK145683	11/1/2023	11/1/2024	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

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

GSI Project # & Name : 436.008 City of Spokane, Washington :Well Electric Wellfield  
City Clerk's No. 2021-0713  
Engineering Services Project No. 2018099  
Location : Spokane , Washington  
"Hydrogeological Investigations"

Certificate Holder and any other party as required per written contract or agreement is an additional insured as respects general liability or as endorsed to the applicable policy and attached to this certificate. Waiver or Subrogation, Primary and Non-contributory, and Severability of Interest coverage applies as endorsed to each applicable policy and attached to this certificate. Additional Insured status does not apply to the professional liability policy.

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**

City of Spokane, Washington  
Engineering Department  
Second Floor, City Hall  
808 W. Spokane Falls Blvd.  
Spokane Wa 99201

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

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## GENERAL CHANGE ENDORSEMENT

Policy Change  
Number 005

POLICY NUMBER <b>EPK-145683</b>	POLICY CHANGES EFFECTIVE 01/08/2024	COMPANY <b>Crum and Forster Specialty Insurance Company</b>				
NAMED INSURED Groundwater Solutions, Inc.						
COVERAGE PARTS AFFECTED  COMMERCIAL GENERAL LIABILITY COVERAGE PART						
CHANGES  In consideration of the premium charged, it is hereby agreed upon the General Change Endorsement 002 has been deleted from the policy in its entirety and replaced with the following.  <b>ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS</b>  SCHEDULE <table border="1"><thead><tr><th>Name of Additional Person(s) or Organization(s):</th><th>Location And Description Of Completed Operations:</th></tr></thead><tbody><tr><td>Blanket when specifically required in a written contract with the named insured.</td><td>Blanket when specifically required in a written contract with the named insured.</td></tr></tbody></table> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> <p><b>Section III – Who Is An Insured</b> within the <b>Common Provisions</b> is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.</p> <p>ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.</p>			Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations:	Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations:					
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.					

\_\_\_\_\_  
Authorized Representative Signature

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) of Covered Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Section VI – Common Conditions**, paragraph 11. **Other Insurance** within the **Common Provisions** is amended by the addition of the following, which supersedes any provision to the contrary:

**d. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL CHANGE ENDORSEMENT**

Policy Change  
Number 004

<b>POLICY NUMBER</b> EPK-145683	<b>POLICY CHANGES EFFECTIVE</b> 01/08/2024	<b>COMPANY</b> <b>Crum and Forster Specialty Insurance Company</b>			
<b>NAMED INSURED</b>  Groundwater Solutions, Inc.					
<b>COVERAGE PARTS AFFECTED</b>  COMMERCIAL GENERAL LIABILITY COVERAGE PART					
<b>CHANGES</b>  In consideration of the premium charged, it is hereby agreed upon the General Change Endorsement 001 has been deleted from the policy in its entirety and replaced with the following.  <b>AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US</b>  <b>SCHEDULE</b> <table border="1"><tr><td><b>Name of Person(s) or Organization(s)</b></td></tr><tr><td>Blanket when specifically required in a written contract with the named insured.</td></tr><tr><td>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</td></tr></table>			<b>Name of Person(s) or Organization(s)</b>	Blanket when specifically required in a written contract with the named insured.	Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
<b>Name of Person(s) or Organization(s)</b>					
Blanket when specifically required in a written contract with the named insured.					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					
<b>SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us</b> within the Common Provisions is amended by the addition of the following:  Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.  <b>ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED</b>					

\_\_\_\_\_  
Authorized Representative Signature



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b.The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c.Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## GENERAL CHANGE ENDORSEMENT

Policy Change  
Number 007

POLICY NUMBER <b>EPK-145683</b>	POLICY CHANGES EFFECTIVE 11/01/2023	COMPANY <b>Crum and Forster Specialty Insurance Company</b>		
NAMED INSURED  Groundwater Solutions, Inc.				
COVERAGE PARTS AFFECTED  ERRORS AND OMISSIONS LIABILITY COVERAGE PART				
<p style="text-align: center;">CHANGES</p> <p>In consideration of the premium charged, it is hereby agreed the below is added to the policy:</p> <p style="text-align: center;"><b>AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US</b></p> <p style="text-align: center;">SCHEDULE</p> <table border="1"><thead><tr><th>Name of Person(s) or Organization(s)</th></tr></thead><tbody><tr><td>Blanket when specifically required in a written contract with the Named Insured</td></tr></tbody></table> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>			Name of Person(s) or Organization(s)	Blanket when specifically required in a written contract with the Named Insured
Name of Person(s) or Organization(s)				
Blanket when specifically required in a written contract with the Named Insured				
<p><b>SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us</b> within the Common Provisions is amended by the addition of the following:</p> <p>Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.</p> <p>However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.</p> <p style="text-align: center;"><b>ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED</b></p>				

\_\_\_\_\_  
Authorized Representative Signature



**CRUM & FORSTER®**  
A FAIRFAX COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL CHANGE ENDORSEMENT**

Policy Change  
Number 008

<b>POLICY NUMBER</b> <b>EPK-145683</b>	<b>POLICY CHANGES EFFECTIVE</b> 11/01/2023	<b>COMPANY</b> <b>Crum and Forster Specialty Insurance Company</b>		
<b>NAMED INSURED</b>  Groundwater Solutions, Inc.				
<b>COVERAGE PARTS AFFECTED</b>  CONTRACTORS POLLUTION LIABILITY COVERAGE PART THIRD PARTY POLLUTION LIABILITY COVERAGE PART				
<p style="text-align: center;"><b>CHANGES</b></p> <p>In consideration of the premium charged, it is hereby agreed the below is added to the policy:</p> <p style="text-align: center;"><b>PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION</b></p> <p style="text-align: center;"><b>SCHEDULE</b></p> <table border="1"><tr><td><b>Name of Additional Insured Person(s) or Organization(s)</b></td></tr><tr><td>Blanket when specifically required in a written contract with the Named Insured</td></tr></table>			<b>Name of Additional Insured Person(s) or Organization(s)</b>	Blanket when specifically required in a written contract with the Named Insured
<b>Name of Additional Insured Person(s) or Organization(s)</b>				
Blanket when specifically required in a written contract with the Named Insured				
<p>A. <b>SECTION III – WHO IS AN INSURED</b> within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.</p> <p>This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.</p> <p>B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).</p> <p>C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.</p> <p style="text-align: center;"><b>ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED</b></p>				

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Authorized Representative Signature



< Business Lookup

## License Information:

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**Entity name:** GROUNDWATER SOLUTIONS, INC.

**Business name:** GROUNDWATER SOLUTIONS, INC.

**Entity type:** Profit Corporation

**UBI #:** 602-124-908

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 650 NE HOLLADAY ST  
STE 900  
PORTLAND OR 97232-3673

**Mailing address:** 650 NE HOLLADAY ST  
STE 900  
PORTLAND OR 97232-3673





**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State status:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Eatonville General Business - Non-Resident				Active	Apr-30-2025	May-06-2022
Kennewick General Business - Non-Resident				Active	Apr-30-2025	May-12-2017
Pasco General Business - Non-Resident	36915			Active	Apr-30-2025	Oct-13-2020
Ridgefield General Business - Non-Resident	00636			Active	Apr-30-2025	Feb-21-2018
Spokane General Business - Non-Resident	T12107745BL			Active	Apr-30-2025	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Apr-30-2025	Mar-10-2016

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



Governing people	Title
HAUPT, SUSAN	
IGLORIA, RONAN	
JANSSEN, KENNY	
JOHNSON, MICHAEL	
O'ROURKE, DAVID	
PARISI, LAURA	
PORCELLO, JOHN	
POZOS, NICKI	

## Registered Trade Names

Registered trade names	Status	First issued
GROUNDWATER SOLUTIONS, INC.	Active	Jun-19-2001
GSI WATER SOLUTIONS	Active	Jun-10-2005



View Additional Locations

The Business Lookup information is updated nightly. Search date and time:  
6/28/2024 9:29:08 AM

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