

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 25, 2013

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

COUNCIL BRIEFING SESSION-3:30 P.M.
COUNCIL CHAMBERS
CITY HALL

TOWN HALL/LEGISLATIVE SESSION-6:00 P.M.
EAST CENTRAL COMMUNITY CENTER
500 SOUTH STONE STREET

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|------------------------------------|------------------------------|
| 1. Increase administrative reserve on contract with Halme Construction, Inc. (Davenport, WA) for Lower Hollywood Sewer Replacement—increase of \$22,000 for a total administrative reserve of \$41,589.20, or 21.2% of the contract price.
Ken Brown | Approve | PRO 2012-0042
ENG 2010103 |
| 2. Contract with Kemira Water Solutions (Spokane, WA) for an estimated 5,000 tons, more or less, of Aluminum Sulfate for use at the Riverside Park Water Reclamation Facility for phosphorus removal—estimated expense \$1,212,005 (including tax).
Dale Arnold | Approve &
Authorize
Contract | OPR 2013-0213
BID 3902-13 |
| 3. Loan Agreement with Washington State Public Works Board for pre-construction of Plains System Second Reservoir—\$300,000.
Mark Papich | Approve | OPR 2013-0214 |
| 4. Memorandum of Understanding with the University District Public Development Authority (UDPDA) to provide a process and framework for the UDPDA to prioritize redevelopment projects to be completed | Approve | OPR 2013-0215 |

within the Spokane University District Revitalization Area, and to put together a corresponding work plan to support such projects.

Tami Palmquist

- 5. Setting public hearing before City Council for April 15, 2013, regarding moratorium on the establishment of medical cannabis collective gardens and licensed dispensaries as set forth in Ordinance No. C34968. Set Hrg. 4/15/13 ORD C34968
 Sponsor: Council Member Jon Snyder
- 6. Report of the Mayor of pending: Approve & Authorize Payments CPR 2013-0002
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
 - b. Payroll claims of previously approved obligations through _____: \$_____.CPR 2013-0003

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

TOWN HALL SESSION

(6:00 P.M.)

(Council Reconvenes at East Central Community Center)

(500 South Stone Street)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

TOWN HALL FORUM

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2013-0023 Declaring Community Detox Services 501(c)(3) (Spokane, WA) a sole source for emergency service van patrol to transport publicly intoxicated individuals—not to exceed \$200,000 in a two-year span.
Brian Schaeffer
- RES 2013-0024 Amending the City of Spokane Sustainability Action Plan.
Sponsor: Council Member Mike Allen

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

NEIGHBORHOOD REPORTS

**Motion to Approve Advance Agenda for March 25, 2013
(per Council Rule 2.1.2)**

TOWN HALL FORUM (CONTINUED)

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

ADJOURNMENT

The March 25, 2013, Regular Legislative Session of the City Council is adjourned to Monday, Monday, April 8, 2013.

Note: The regularly scheduled City Council meeting for Monday, April 1, 2013, has been canceled.

NOTES



Agenda Sheet for City Council Meeting of:
03/25/2013

Date Rec'd	3/13/2013
Clerk's File #	PRO 2012-0042
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KEN BROWN 625-7727	Project #	2010103
Contact E-Mail	KBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13288
Agenda Item Name	0370-ADMIN RESERVE INCREASE - LOWER HOLLYWOOD		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Halme Construction, Inc., for Lower Hollywood Sewer Replacement - for an increase of \$22,000.00 for a total administrative reserve of \$41,589.20 or 21.2% of the contract price.

Summary (Background)

This project is located in a sensitive area in the hillside above the Riverside Park Water Reclamation Facility within State Park land. Cost increases exceeded the authorized administrative reserve. Therefore, it will be necessary to increase the administrative reserve an additional \$22,000.00 or 11%. See attached briefing paper for more details.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 22,000.00	#	4370 43101 94000 56501
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TAYLOR, MIKE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 3/18/13
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pdolan@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		rdykes@spokanecity.org	
		mhughes@spokanecity.org	
		kbrooks@spokanecity.org	
		htrautman@spokanecity.org	

BRIEFING PAPER
Department of Engineering Services
Date: March 7, 2013

Subject:

Lower Hollywood Sewer Relocation project: Request for additional administrative reserve.

Background:

This project is located in a sensitive area in the hillside above the Riverside Park Water Reclamation Facility within State Park land.

Costs increases for this project exceeded the administrative reserve authorized for the project. Exceptional cost increases were created by three items.

1. Due to the location of this project we determined that a backup bypass system was needed to avoid catastrophic sewer overflow should the primary bypass system fail. Bypass flow exceeded 4000 gallons per minute. The additional cost for the backup system was \$5800.
2. Several unidentified utilities were discovered in the area of the new pipe installation causing extra work for the Contractor at an added cost of \$5500.
3. The plans called for careful and limited removal of trees and full restoration of the affected area of the hillside. Though the total area of tree removal was less than allowed, installation on the hillside greatly increased the disturbed area above the amount that was bid. The actual area restored with top soil, seed, mulch and fertilizer resulted in a cost overrun of \$17000.

Impact:

Original contract amount was \$195,892 with administrative reserve of \$19,589.20. The additional cost will be paid from Wastewater Management fund.

Action:

Approval of additional administrative reserve of \$22,000 (11%) to make final payment for the project.

For further information on this subject contact Mike Taylor, Director of Engineering Services at 625-6307.



Agenda Sheet for City Council Meeting of:

03/25/2013

Date Rec'd	3/13/2013
Clerk's File #	OPR 2013-0213
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	DALE ARNOLD 625-7900	Project #	
Contact E-Mail	DARNOLD@SPOKANECITY.ORG	Bid #	3902-13
Agenda Item Type	Contract Item	Requisition #	VALUE BLANKET
Agenda Item Name	4320-ALUMINUM SULFATE BID AWARD/CONTRACT W/KEMIRA		

Agenda Wording

Contract with Kemira Water Solutions (Spokane, WA) for an estimated 5,000 tons, more or less, of Aluminum Sulfate for use at the Riverside Park Water Reclamation Facility (RPWRF) for phosphorus removal. Estimated cost is \$1,212,005.00 including tax.

Summary (Background)

On February 25, 2013, sealed bids were opened to supply the RPWRF with liquid Aluminum Sulfate. Results of the bid are on the attached tabulation. Four bids were received, with the lowest from Kemira Water Solutions at \$223.00 per dry ton. This will be a one-year contract beginning April 1, 2013 through March 31, 2014, with options for four (4) one-year renewals (5/yr maximum). Cost increases may be considered at time of renewal and are subject to the City's approval.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 1,212,005.00	#	4320-43210-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ARNOLD, DALE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	Public Works 3/11/2013
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		emasingle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	mlesesne@spokanecity.org	
		cwahl@spokanecity.org	
		kwsna.bids@kemira.com	
		Jane.Bittle@kemira.com	

Briefing Paper
Public Works Committee
Wastewater Management Department
March 11, 2013

Subject

Award of Bid #3902-13 liquid Aluminum Sulfate to Kemira Water Solutions, Inc. for approximately 5,000 dry tons of liquid Aluminum Sulfate “alum” at a cost of \$223/dry ton. Cost is approximately \$1,212,005 more or less including sales tax. The contract period is April 1, 2013 to March 31, 2014.

Background

Aluminum Sulfate is used to remove Phosphorus from water from the Riverside Park Water Reclamation Facility (RPWRF) discharged to the Spokane River. The RPWRF is required to chemically remove Phosphorus from its effluent flow during the algae growing season in Lake Spokane.

The request for bids was sent to 42 companies with four responses and 2 “no bid” responses. The following bids were submitted:

Kemira Water Solutions, Inc.	\$223 /dry ton
Thatcher Company of Montana	\$228.90/dry ton
Rhodia Inc.	\$418.50/dry ton
General Chemical	\$435 /dry ton

Impact

This purchase allows the RPWRF to continue to chemically remove Phosphorus from its effluent prior to discharge to the Spokane River as required by its permit.

Action

Recommend approval

Funding

The Wastewater Management Department has apportioned an adequate amount in its chemical budget to cover the cost of this contract.

BID TABULATION

BID #3902-13 LIQUID ALUMINUM SULFATE

DUE: 2/25/2013

RESPONSES RECEIVED FROM:	GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054	KEMIRA WATER SOLUTIONS, INC. 3211 CLINTON PARKWAY COURT LAWRENCE, KA 66047	RHODIA INC. 8 CEDAR BROOK DRIVE CRANBURY, NJ 08512	THATCHER COMPANY OF MONTANA P.O. BOX 27407 SALT LAKE CITY, UT 84127-0407	JCI JONES CHEMICAL, INC. 1919 MARINE VIEW DR. TACOMA, WA 98422	UNIVAR USA INC. 8201 S. 212 TH KENT, WA 98032
5,000 DRY TON (MORE OR LESS) LIQUID ALUMINUM SULFATE	435.00/dry ton	223.00/dry ton	418.50/dry ton	228.9/dry ton	NO BID AT THIS TIME	NO BID AT THIS TIME
SUBTOTAL	\$2,175,000.00	\$1,115,000.00	\$2,092,500.00	\$1,144,500.00		
Sales Tax (8.7%)	\$189,225.00	\$97,005.00	\$182,047.50	\$99,571.50		
GRAND TOTAL	\$2,364,225.00	\$1,212,005.00	\$2,274,547.50	\$1,244,071.50		
DELIVERY TIME	1-2 DAYS ARO	3-4 DAYS ARO	2-3 DAYS ARO	1-3 BUSINESS DAYS ARO		

Request for Bids sent to 42 companies with 4 responses and 2 "no bid" responses

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

DAVID CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: #3902-13
DESCRIPTION: LIQUID ALUMINUM SULFATE
DUE DATE: MONDAY, FEBRUARY 25, 2013
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY Kemira Water Solutions, Inc.

MAILING ADDRESS 3211 Clinton Parkway Court
Lawrence, Kansas 66047

PHYSICAL ADDRESS 3211 Clinton Parkway Court
Lawrence, Kansas 66047

PHONE NUMBER (800) 879-6353

FAX NUMBER (785) 842-2629

E-MAIL ADDRESS Kwsng.bids@kemira.com

SIGNATURE: 
Signature here will confirm compliance with all instructions,
terms, and conditions of this Request for Bids.



Connie Wahl, C.P.M., CPPB
Purchasing

PART I. PRICING AND BIDDER INFORMATION

SECTION I. PRICING

TO: CITY OF SPOKANE - PURCHASING
BID NAME: LIQUID ALUMINUM SULFATE
BID NO: #3902-13

The purpose of this Request for Bid is to invite sealed Bids to supply The City of Spokane with LIQUID ALUMINUM SULFATE FOR THE RIVERSIDE PARK WATER RECLAMATION FACILITY (RPWRF).

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
5,000 TONS (MORE OR LESS)	LIQUID ALUMINUM SULFATE AL ₂ (SO ₄) ₃ · 14 H ₂ O PRICE/DRY TON (dry basis)	223.00	1,115,000.00
	TOTAL BID		1,115,000.00
	WA STATE SALES TAX (%8.7)		97,005.00
	GRAND TOTAL		1,212,005.00

Payment Terms: Net 30 days

Payment: Supplier will accept credit card YES NO. If so, state any additional charge or discount for credit card payments. _____

Delivery: We (I) will deliver partial the above items within 3-4 days and complete within 3-4 days from receipt of order.

F.O.B. Delivery Point: Riverside Park Water Reclamation Facility (Wastewater Management Dept. 4401 N. Aubrey L. White Parkway, Spokane, WA 99205-3939)

SIGNATURE ON COVER PAGE ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS BID.

SECTION II. BIDDER INFORMATION

Company Name: Kemira Water Solutions, Inc.
(Type or Print)

By: Christina M. Addington **Title:** Customer Service Manager
(Type or Print)

Please indicate person to be contacted by the City concerning items(s) being bid:

Name: Christina M. Addington **Phone:** (800) 879-6353

BUSINESS LICENSE REQUIREMENT

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

CITY OF SPOKANE BUSINESS LICENSE NUMBER: T 11 0497 06 BUS

ORGANIZATION

Proposal of an () individual () partnership (X) corporation organized and existing under the Laws of the State of Delaware.

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the Bid price. Vendor agrees to sell at the same price, terms and conditions.

YES NO If yes, prices are good until further notice

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
N/A		

MINORITY BUSINESS ENTERPRISE

Vendor (is ____, is not) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is ____, is not) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

PART II. SPECIFIC TERMS AND CONDITIONS

1. DEFINITIONS

- a. Bidder - one who submits a Bid.
- b. Vendor - Bidder to whom contract or purchase order is awarded.
- c. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- d. Destination-Delivery - Delivery to the receiving dock or ground floor of building only; NOT to include uncrating and installation.

e. Until Further Notice - Any time in excess of sixty (60) days from date of opening.

f. Cost - Total cost of ownership based on the best available information.

2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. CONTRACT PERIOD

Initial contract term is one (1) year; approximate initial contract start date is **April 1, 2013**. Quantities are an estimate only, based on a one-year period, for evaluation purposes. Actual orders could be more or less depending on need. Items will be ordered on an "as needed" basis during the contract period. Only quantities actually ordered will be paid for. Contract will be issued as a value blanket order.

5. RENEWAL

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

6. ACCEPTANCE PERIOD

Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.

7. DISCOUNT PERCENTAGES

Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.

8. PRICE DECREASES

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

9. NON-ESCALATION

The Vendor's prices shall be firm throughout the contract period with **NO** provision for price increases unless specific provisions are proposed and agreed upon at time of contract renewal.

10. INVENTORY

Sufficient inventory to supply the needs of the Purchaser shall be maintained by the Vendor.

11. DELIVERY DEFAULT

A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.

B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

PART III. INSTRUCTIONS AND SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

These instructions and specifications will establish minimum acceptable requirements. Failure to comply may be used as a basis for rejection of the bid.

1. Time is of the essence in the performance of this contract.
2. Material Safety Data Sheets **must** be included with Bid Proposal forms.
3. All freight expenses shall be the responsibility of the winning Vendor.
4. References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates. The City of Spokane is allowed the right to contact references.

See attached reference list

5. Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.
6. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.
7. The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.
8. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
9. Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.
10. Signature on the cover page of this Bid by the Bidder will confirm acknowledgment of receipt and understanding of all instructions, terms, and conditions of this Request for Bids.

SECTION II. SPECIAL INSTRUCTIONS

1. **Any specification questions concerning this Bid should be directed to Tim Pelton, RPWRF - (509) 625-4600. Any administrative questions concerning this Bid should be directed to Connie Wahl, Purchasing at cwahl@spokanecity.org or (509) 625-6411.**
2. The Aluminum Sulfate is to be delivered by truck and transferred to storage tanks at the Riverside Park Water Reclamation Facility, North 4401 Aubrey L. White Parkway. Method and equipment for delivery shall be compatible with the RPWRF site and with receiving and storage equipment available at the site. Deliveries are to be made 7:30 a.m. to 3:00 p.m. weekdays, as required on a keep-filled basis. Deliveries made outside these hours may be arranged occasionally on a case by case basis; notification must be at least 48 hours prior to delivery. **All Bidders shall visit the facility to understand the basis for the delivery schedule.** All Vendors will be held responsible to comply with the established receiving program. All Aluminum Sulfate is to be delivered (F.O.B.) to the storage tanks at the RPWRF. **ALL TRUCKS**

DELIVERING ALUMINUM SULFATE TO THE RIVERSIDE PARK WATER RECLAMATION FACILITY ARE RESTRICTED TO USING THE SEGMENT OF AUBREY L. WHITE PARKWAY BETWEEN DOWNRIVER DRIVE AND THE FACILITY. EXCEPTIONS WILL BE GRANTED ONLY IF THAT SEGMENT OF THE ROAD IS CLOSED.

3. Bid is to be given as price per dry ton of aluminum sulfate in an aqueous solution.
4. **Any alum that has greater than .05% precipitated or insoluble materials or less than 8.0% Al₂O₃ will not be acceptable.** If the Bidder's product is unsatisfactory, but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option a new supplier will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material which does not meet specifications, or was not delivered on time, will be assumed by the supplier.
5. Upon delivery of non-conforming product, the Vendor will be penalized \$500.00 per delivery. Two such non-conforming deliveries within a four week period will constitute breach of contract by non-performance, and the city reserves the right to cancel the contract. The Vendor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new bid is awarded, not to exceed 45 days.
6. Each Bidder is advised that the alum distribution system at the RPWRF is extensive and expands over the complete area (35 acres). There is no guarantee or attempt to control temperatures of the alum distribution system and any product that is sensitive to temperature changes should not be bid.
7. Volume, specific gravity, dry aluminum sulfate content, and weight are to be listed on each delivery slip.
8. A representative one liter sample is to be extracted, prior to unloading, from each delivery for RPWRF laboratory analysis. All material will be analyzed by the RPWRF lab staff in accordance with the American Water Works Association standard for liquid aluminum sulfate (ANSI/AWWA B 403-93). All analytical reference materials and calculations will be provided by the RPWRF laboratory. Invoicing should be according to RPWRF laboratory analysis.
9. Technical specifications of Section III will be strictly enforced. All bids will be evaluated as to the percent of Al₂O₃ contained in the Aluminum Sulfate. Award of contract will be based on a total cost to the City which will include price and percent of Al₂O₃. Bids will be evaluated based on cost of product at 8.2% Al₂O₃.
10. **Vendor must supply, with their bid, a typical analysis of their product at least analyzing for the parameters listed in the "Specifications Analysis" section of the bid package. Analysis must be performed by an accredited independent laboratory in accordance with AWWA Standard for Testing Aluminum Sulfate.**
11. The awarded Vendor may be subject to grab analyses so as to determine integrity of the quality of the product. Grabs will be taken by Plant Personnel at time of alum delivery. Product performance will additionally be evaluated as to its performance in the previous year when applicable.
12. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.
13. The City reserves the right to accept or reject any part of or all Bids, and award this purchase by item grouping or by any manner most advantageous for the City.
14. **The following specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the bid.**

I acknowledge receipt and compliance with the above special instructions. _____

ans

SECTION III. TECHNICAL SPECIFICATIONS

It is the intent of these specifications to provide the City of Spokane with estimated quantities of Liquid Aluminum Sulfate $Al_2(SO_4)_3 \cdot 14 H_2O$. Stated quantities are estimates only and actual usage may vary more or less.

Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. "To Be Supplied" Column

Bidder will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column

Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).

MINIMUM SPECS. CALLED FOR	TO BE SUPPLIED	EXCEPTIONS
1. Liquid Aluminum Sulfate $Al_2(SO_4)_3 \cdot 14 H_2O$, 48.2 +/- .9 equivalent % dry alum typical value 48.51		
2. Specific gravity between 1.315 and 1.340 typical value @ 60 degrees F.		
3. At 60 degrees F the weight/gallon of dry $Al_2(SO_4)_3$ shall be 5.35 +/- .25 lbs.		
4. At 60 degrees F the weight/gallon of liquid $Al_2(SO_4)_3$ shall be 11.08 +/- .1 lbs.		
5. Typical value of Al_2O_3 will be 8.2% +/- 0.2% (Credit will not be given for substances such as CaO, MgO, Fe_2O_3 , etc.)		
6. Process includes safeguards against shipment of insoluble materials, no more than .05% insoluble or precipitated materials will be accepted.		
7. All material must meet, and will be analyzed in accordance with the American Water Works Association standard for liquid aluminum sulfate (ANSI/AWWA B 403-93).		
8. Vendor must supply, with their bid, a typical independent analysis of their product as required on page 6, SECTION II, SPECIAL INSTRUCTIONS.		
9. Vendor can deliver within 24 hours in case of emergency	Yes	No _____

PART IV. BID PREPARATION AND EVALUATION

1. PREPARATION OF BIDS

All bids shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

A. BID SUBMITTAL CHECKLIST.

This checklist is to ensure Bidders submit all required documentation with Bid. **Failure to submit all required documentation may be used as a basis for rejection of the bid.**

- 1. Completed Bid including signature on cover page, and initials where required.**
- 2. Material Safety Data Sheet**
- 3. Vendor must supply, with their bid, a typical analysis of their product at least analyzing for the parameters listed in the "Specifications Analysis" section of the bid package. Analysis must be performed by an accredited independent laboratory in accordance with AWWA Standard for Testing Aluminum Sulfate.**

2. PREPARATION OF ENVELOPES

Place each copy of the bid in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

**"SEALED BID – IMPORTANT"
"BID #3902-13 LIQUID ALUMINUM SULFATE"
"DUE: MONDAY, FEBRUARY 25, 2013 – 1:00 P.M."
YOUR COMPANY NAME, CITY, & STATE**

3. SUBMISSION OF BIDS

Submit Two (2) copies of the Bid, as follows:

One (1) Original paper Bid and One (1) reproducible digital copy (CD or thumb drive) to:

**City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201**

NOTE: Proposals will not be accepted by fax or email

The Purchaser is not responsible for Bids delivered late. It is the responsibility of the Bidder to be sure the Bids are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the opening date. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Bids will be publicly opened at 1:15 p.m., MONDAY, FEBRUARY 25, 2013 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

5. WITHDRAWAL OF BIDS

Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

SECTION II. BID EVALUATION

1. EVALUATION OF BIDS

Evaluation of Bids shall be based upon the following criteria, where applicable:

- The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

2. BIDDING 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.

3. BIDDER PREQUALIFICATION

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

4. REJECTION OF BIDS

The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

5. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. **STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID.** The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.

PART V. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

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

5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

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

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. 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, 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.

9. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the sales tax applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning sales tax, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive

literature shall also be submitted, when available. Any Bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

12. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Bids on a uniform basis. Quantities shall be Bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

13. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

14. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

15. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

16. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

17. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

18. 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.

19. SEVERABILITY

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

20. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

21. FREIGHT TERMS

- All freight charges included on an invoice must be supported by a freight bill.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed

in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.

- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

22. INSURANCE COVERAGE

During the term of the contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below:

- A. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Vendor's product and services to be provided under this contract; and
- B. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- C. Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. Pollution Liability covers sums the Vendor is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.

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 Vendor or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Vendor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

23. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

* PREVIOUSLY NORTH CREEK ANALYTICAL

Seattle 11720 North Creek Pkwy N, Suite 400, Seattle, WA 98011-9244
425.420.9200 fax 425.420.9210
Spokane East 11115 Montgomery, Suite B, Spokane, WA 99206-4776
509.924.9200 fax 509.924.9290
Portland 9405 SW Nimbus Avenue, Beaverton, OR 97008-7132
503.906.9200 fax 503.906.9210
Beast 20332 Empire Avenue, Suite P-1, Beant, OR 97701-5711
541.783.9210 fax 541.382.7508
Anchorage 2000 W International Airport Road, Suite A-10, Anchorage, AK 99502-1119
907.563.9200 fax 907.562.9210

Client
2315 N. Sullivan Rd.
Spokane, WA 99216

Project Alum
Project Number [none]
Project Manager Rand Thompson

*** DEFAULT GENERAL METHOD ***

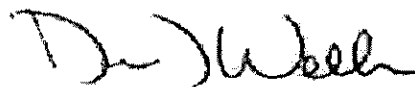
Analyte	Result	Reporting		Dilution	Batch	Method
		Limit	Units			

M-269 (S4K0094-01) Other (L)

ALUM	48.2		% by Volume	1	4120066	AWWA
Aluminum	4.39		"	"	"	"
Al2O3	8.28		"	"	"	"
Specific Gravity	1.33		g/cc	"	"	"

North Creek Analytical - Spokane

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



Dennis D Wells, Laboratory Director

Kemira

MSDS: 0082000
Print Date: 08/29/2011
Revision Date: 08/29/2011

MATERIAL SAFETY DATA SHEET

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: Kemira ALS
Product Description: Aluminum sulfate
Chemical Family: Inorganic Salts
Molecular Formula: Al₂(SO₄)₃
Intended/Recommended Use: Paper applications Water and wastewater treatment

KEMIRA WATER SOLUTIONS, INC., 316 BARTOW MUNICIPAL AIRPORT, BARTOW, FLORIDA 33830, USA
For Product Information call 1-800/879-6353. Outside the USA and Canada call 1-785/842-7424.
EMERGENCY PHONE: For emergency involving spill, leak, fire, exposure or accident call CHEMTREC: 1-800/424-9300.
Outside the USA and Canada call 1-703/527-3887.
ProductSafety.US.Kennesaw@Kemira.com

2. COMPOSITION/INFORMATION ON INGREDIENTS

OSHA REGULATED COMPONENTS

Component / CAS No.	%	(w/w)	OSHA (PEL):	ACGIH (TLV)	Carcinogen
Aluminum sulfate 10043-01-3	29 - 50		2 mg/m ³ (TWA)	Al 2 mg/m ³ (TWA) as Al	-

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

APPEARANCE AND ODOR:

Color: clear
Appearance: liquid
Odor: slightly acidic

STATEMENTS OF HAZARD:

WARNING! IRRITATING TO EYES, SKIN, RESPIRATORY AND DIGESTIVE TRACTS

POTENTIAL HEALTH EFFECTS

EFFECTS OF EXPOSURE:

Direct contact with this material may cause moderate eye and skin irritation. Refer to Section 11 for toxicology information on the regulated components of this product.

4. FIRST AID MEASURES

4. FIRST AID MEASURES

Ingestion:

Never give anything by mouth to an unconscious person. Obtain medical attention. Do not induce vomiting. Administer 250 - 300 ml water to dilute material in the stomach.

Skin Contact:

In case of skin contact, wash affected areas of skin with soap and water. If skin irritation persists, call a physician.

Eye Contact:

Rinse immediately with plenty of water for at least 15 minutes. Obtain medical advice if there are persistent symptoms.

Inhalation:

If breathing has stopped, trained personnel should administer artificial respiration. If the heart has stopped, trained personnel should administer cardio-pulmonary resuscitation. Remove to fresh air. If breathing is difficult, give oxygen. Obtain medical advice if there are persistent symptoms.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media:

The substance is not combustible. Use extinguishing media appropriate to the surrounding fire.

NOTE: Also see "Section 10 - Stability and Reactivity"

Protective Equipment:

Wear full firefighting protective clothing. See MSDS Section 8 (Exposure Controls/Personal Protection). Firefighters, and others exposed, wear self-contained breathing apparatus.

Special Hazards:

Keep unnecessary people away. Decomposition releases may include hydrogen chlorides, aluminum oxides, and oxides of sulfur.

Mechanical/Static Sensitivity Statements:

None

6. ACCIDENTAL RELEASE MEASURES

Personal precautions:

'Restrict access until clean-up operations are complete. Wear appropriate Personal Protective Equipment per Section 8.

Ensure trained personnel conduct clean up and wear Personal Protective Equipment per Section 8.

'Stop leak if possible. Avoid personal risk.

Methods For Cleaning Up:

'Small Spills - Absorb spill with clay or dry material or neutralize with lime, limestone or soda ash and collect in appropriate container for disposal. Neutralization with soda ash can generate carbon dioxide so additional ventilation may be necessary.

'Large Spills - Prevent entry into sewers and confined areas. Dike, if possible. Keep unnecessary people away, isolate area and deny entry. Pump liquid material into appropriate vessels as possible or absorb spill with clay absorbents or non-reactive dry materials and collect in appropriate container for disposal.

Neutralize spill residuals carefully with lime, limestone, or soda ash and collect in suitable container for disposal. Flush area with water. This could generate carbon dioxide so additional ventilation may be necessary.

'Notify Authorities if release exceeds reportable quantity per Section 15

7. HANDLING AND STORAGE

HANDLING

Precautionary Measures: Do not get in eyes. Handle with caution. Wash thoroughly after handling. See MSDS for details.

Special Handling Statements: Review the label, this MSDS and any other applicable information before use. Keep separated from incompatible substances. Use appropriate Personal Protective Equipment per Section 8. Handle only with equipment, materials and supplies specified by their manufacturer as being compatible and appropriate for use with this product.

STORAGE

Prevent material from coming in contact with common metals. Bulk storage containers and ancillary fill and feed systems should be constructed out of appropriate materials. Store in 316 stainless steel or rubber lined steel. For temperatures below 40o C, fiberglass or 304 stainless steel are also acceptable materials of construction.

Material may be stored in tightly closed shipping containers, preferably the supplier's containers. Containers of this material may be hazardous when empty, since they retain product residues (vapors, liquid); observe all warnings and precautions listed for the product.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Engineering Measures:

A ventilation system of local/general exhaust is recommended to keep employee exposure below the Airborne Exposure Limits. Ensure that eyewash station and safety showers are proximal to the workstation location.

Respiratory Protection:

Where exposures are below the established exposure limit, no respiratory protection is required. Where exposures exceed the established exposure limit, use respiratory protection recommended for the material and level of exposure.

Eye Protection:

Provide eye wash fountain and safety shower in close proximity to points of potential exposure. Wear eye/face protection such as chemical splash proof goggles or face shield. Prevent eye and skin contact.

Skin Protection:

Prevent contamination of skin or clothing when removing protective equipment. Wear impermeable gloves and suitable protective clothing.

Additional Advice:

Before eating, drinking, or smoking, wash face and hands thoroughly with soap and water. Food, beverages, and tobacco products should not be carried, stored, or consumed where this material is in use.

9. PHYSICAL AND CHEMICAL PROPERTIES

Color:	clear
Appearance:	liquid
Odor:	slightly acidic
Boiling Point:	106 °C 220 °F
Melting Point:	-13 °C
Vapor Pressure:	40 mm Hg @ 35 °C
Specific Gravity/Density:	1.2 - 1.36
Vapor Density:	Not available
Percent Volatile (% by wt.):	Not available
pH:	<2.5
Saturation In Air (% By Vol.):	Not available
Evaporation Rate:	Similar to water

9. PHYSICAL AND CHEMICAL PROPERTIES

Solubility In Water:	soluble
Volatile Organic Content:	Not applicable
Flash Point:	Not applicable
Flammable Limits (% By Vol):	Not applicable
Autoignition Temperature:	Not applicable
Decomposition Temperature:	Not applicable
Partition coefficient (n-octanol/water):	Not applicable
Odor Threshold:	Not available

10. STABILITY AND REACTIVITY

Stability:	Stable
Conditions To Avoid:	Avoid contact with mineral acids, excessive heat and bases/alkalis.
Polymerization:	Will not occur
Conditions To Avoid:	None known
Materials To Avoid:	Carbon steel, aluminum, carbon, brasses, and nylon.
Hazardous Decomposition Products:	Thermal decomposition: after completely dry and heated to decomposition will produce sulfur oxides and aluminum oxides.

11. TOXICOLOGICAL INFORMATION

Toxicological information for the product is found under Section 3. HAZARDS IDENTIFICATION.

Toxicological information on the regulated components of this product is as follows:

The acute oral (rat) LD50 value for aluminum sulfate is 1,930 mg/kg. Acute overexposure to aluminum sulfate may produce skin and eye irritation. Inhalation overexposure to aluminum sulfate dust may cause irritation to the respiratory tract.

12. ECOLOGICAL INFORMATION

All ecological information provided was conducted on a structurally similar product.

ECOTOXICITY

FISH TEST RESULTS

Test: Acute toxicity, freshwater (OECD 203)

Duration: 96 hr. **Procedure:** Static.

Species: Goldfish (*Carassius auratus*)

100 mg/l LC50

Test: Acute toxicity, freshwater (OECD 203)

Duration: 96 hr **Procedure:** Static

Species: Mosquitofish (*Gambusia affinis*)

37 mg/l LC50

Duration: 15 min

Species: Water Flea (*Daphnia magna*)

136 mg/l

13. DISPOSAL CONSIDERATIONS

The information on RCRA waste classification and disposal methodology provided below applies only to the product, as supplied. If the material has been altered or contaminated, or it has exceeded its recommended shelf life, the guidance may be inapplicable. Hazardous waste classification under federal regulations (40 CFR Part 261 et seq) is dependent upon whether a material is a RCRA 'listed hazardous waste' or has any of the four RCRA 'hazardous waste characteristics.' Refer to 40 CFR Part 261.33 to determine if a given material to be disposed of is a RCRA 'listed hazardous waste'; information contained in Section 15 of this MSDS is not intended to indicate if the product is a 'listed hazardous waste.' RCRA Hazardous Waste Characteristics: There are four characteristics defined in 40 CFR Section 261.21-61.24: Ignitability, Corrosivity, Reactivity, and Toxicity. To determine Ignitability, see Section 9 of this MSDS (flash point). For Corrosivity, see Sections 9 and 14 (pH and DOT corrosivity). For Reactivity, see Section 10 (incompatible materials). For Toxicity, see Section 2 (composition). Federal regulations are subject to change. State and local requirements, which may differ from or be more stringent than the federal regulations, may also apply to the classification of the material if it is to be disposed. Kemira encourages the recycle, recovery and reuse of materials, where permitted, as an alternate to disposal as a waste. Kemira recommends that organic materials classified as RCRA hazardous wastes be disposed of by thermal treatment or incineration at EPA approved facilities. Kemira has provided the foregoing for information only; the person generating the waste is responsible for determining the waste classification and disposal method.

14. TRANSPORT INFORMATION

14. TRANSPORT INFORMATION

This section provides basic shipping classification information. Refer to appropriate transportation regulations for specific requirements.

US DOT

Proper Shipping Name: Corrosive liquid, acidic, inorganic, n.o.s.
Hazard Class: 8
Packing Group: III
UN/ID Number: UN3264
Transport Label Required: Corrosive
Technical Name (N.O.S.): Contains aluminum sulfate
Hazardous Substances:

<u>Component / CAS No.</u>	<u>Reportable Quantity of Product (lbs)</u>
Aluminum sulfate	5000

TRANSPORT CANADA

Proper Shipping Name: Corrosive liquid, acidic, inorganic, n.o.s.
Hazard Class: 8
Packing Group: III
UN Number: UN3264
Transport Label Required: Corrosive
Technical Name (N.O.S.): Contains aluminum sulfate

ICAO / IATA

Proper Shipping Name: Corrosive liquid, acidic, inorganic, n.o.s.
Hazard Class: 8
Packing Group: III
UN Number: UN3264
Transport Label Required: Corrosive
Packing Instructions/Maximum Net Quantity Per Package:
Passenger Aircraft: See regulations
Cargo Aircraft: See regulations
Technical Name (N.O.S.): Contains aluminum sulfate

IMO

Proper Shipping Name: Corrosive liquid, acidic, inorganic, n.o.s.
Hazard Class: 8
UN Number: UN3264
Packing Group: III
Transport Label Required: Corrosive
Technical Name (N.O.S.): Contains aluminum sulfate

15. REGULATORY INFORMATION

INVENTORY INFORMATION

United States (USA): This product is manufactured in compliance with all provisions of the Toxic Substances Control Act, 15 U. S. C. 2601 et. seq.

Canada: Components of this product have been reported to Environment Canada in accordance with Sections 66 and/or 81 of the Canadian Environmental Protection Act (1999), and are included on the Domestic Substances List.

European Union (EU): All components of this product are included in the European Inventory of Existing Chemical Substances (EINECS) in compliance with Council Directive 67/548/EEC and its amendments.

OTHER ENVIRONMENTAL INFORMATION

The following components of this product may be subject to reporting requirements pursuant to Section 313 of CERCLA (40 CFR 372), Section 12(b) of TSCA, or may be subject to release reporting requirements (40 CFR 307, 40 CFR 311, etc.) See Section 13 for information on waste classification and waste disposal of this product.

Component / CAS No.	%	TPQ (lbs)	RQ(lbs)	S313	TSCA 12B
Aluminum sulfate 10043-01-3	29 - 50	None	5000	No	No

PRODUCT HAZARD CLASSIFICATION UNDER SECTION 311 OF SARA

- Acute

16. OTHER INFORMATION**NFPA Hazard Rating (National Fire Protection Association)**

Health: 1 - Materials that, under emergency conditions, can cause significant irritation.

Fire: 0 - Materials that will not burn.

Reactivity: 0 - Materials that in themselves are normally stable, even under fire exposure conditions.

Reasons For Issue: Revised Section 1

Richard Moye, Product Safety/Regulatory 1-251-459-5532
08/29/2011

This information is given without any warranty or representation. We do not assume any legal responsibility for same, nor do we give permission, inducement, or recommendation to practice any patented invention without a license. It is offered solely for your consideration, investigation, and verification. Before using any product, read its label.

Kemira Water Solutions' References

Medford Water Commission
200 S. Ivy
Medford, OR 97503
Jim Stocton (541)826-2150

Spokane County
Sutton Bay Road
Newman Lake, WA 99025
Marianne (509)477-7443

Potlatch Corporation
803 Mill Road
Lewiston, ID 83501
Joanna (208)794-1039

Inland Empire Paper
3320 Argonne
Spokane, WA 99212
Shirene (509)924-1911

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

03/25/2013

Date Rec'd	3/13/2013
Clerk's File #	OPR 2013-0214
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MARK PAPICH 625-6310
Contact E-Mail	MPAPICH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-LOAN AGREEMENT-PLAINS SYSTEM SECOND RESERVOIR

Agenda Wording

Loan Agreement between Washington State Public Works Board and the City for pre-construction of Plains System Second Reservoir.

Summary (Background)

Loan Agreement for pre-construction work for a new reservoir in the vicinity of Highway 2 and Hayford Road in the West Plains. The total project cost(design and construction) is estimated to be \$3.83 million. The pre-construction loan is for \$300,000.

Fiscal Impact

Revenue \$ 300,000.00

Select \$

Select \$

Select \$

Budget Account

4100 42410 99999 38271

#

#

#

Approvals**Dept Head** TAYLOR, MIKE**Division Director** QUINTRALL, JAN**Finance** BUSTOS, KIM**Legal** BURNS, BARBARA**For the Mayor** SANDERS, THERESA**Council Notifications****Study Session****Other** Public Works 3/11/13**Distribution List**

sdecker@spokanecity.org

pdolan@spokanecity.org

mlesesne@spokanecity.org

Additional Approvals**Purchasing** mpapich@spokanecity.org

mhughes@spokanecity.org

acline@spokanecity.org

htrautman@spokanecity.org

BRIEFING PAPER
Public Works Committee
Capital Programs
March 11, 2012

Subject:

Washington State Public Works Board Loan Agreement for Plains System Second Reservoir.

Background:

This project will construct a new reservoir in the vicinity of Highway 2 and Hayford Road in the west plains. An exact location for the tank has not been determined. This second reservoir will provide needed storage in the western portion of the City's water service area. This service area is experiencing periods where water pressure is below desired levels. This loan is for pre-construction dollars and will be used to find an exact location for the new tank. The loan may also be used to purchase property for the tank. The total project cost is estimated to be \$3.83 million.

Impact:

The additional storage provided from this project will address the water pressure issues in this area.

Action:

Council Approval of the Public Works Board Loan.

Funding:

Washington State Public Works Board loan is for the amount of \$300,000 at an interest rate of 1 percent and a repayment period of 5 years. The repayment period may be extended to 20-years if construction funding is secured by June 1, 2014.

For further information, please contact Katherine Miller, Principal Engineer of Capital Programs at 625-6338 or kemiller@spokanecity.org



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Pre-Construction Loan Agreement between:

City of Spokane

and

Public Works Board

For:

Project Name: **Plains System Second Reservoir**

Loan Number: **PR13-951-107**

Loan Type: **PreConstruction**

Execution/Start Date: Contract Execution Date
(to be filled by the Public Works Board)

DECLARATIONS

CLIENT INFORMATION

Legal Name:	City of Spokane
Loan Number:	PR13-951-107
Federal Tax Identification Number:	916001280
State Wide Vendor Number:	SWV00338705

PROJECT INFORMATION

Project Title:	Plains System Second Reservoir
Project City:	Spokane
Project State:	Washington
Project Zip Code:	99201

LOAN INFORMATION

Loan Amount:	\$300,000.00
Total Estimated Cost:	\$530,000.00
Total Estimated Funding:	\$530,000.00
Loan Term:	5 years*
Interest Rate:	1%
Payment Month:	June 1 st
Loan Reimbursement Start Date:	April 23, 2012
Time of Performance	24 months from Execution Date of this Contract to Project Completion.

*May be extended to 20 years if construction funding is secured by June 1, 2014.

Our contracts are billed only once each year. Our contract Loan Term years have their beginning in the above **PAYMENT MONTH**, in the year the contract is executed. The term is concluded on the **PAYMENT MONTH**, of the final year of the term. We cannot extend the term of a contract beyond the above declared **LOAN TERM** from that date (without a separate amendment). Therefore, any Contracts that are executed substantially before or after the **PAYMENT MONTH** (in the executing year) will have an actual term of somewhat less than the full **LOAN TERM** specified.

All sections of the contract that reference a specific term year are to be understood as representative of a maximum possible term period, as dictated by our annual billing cycle.

SPECIAL CONDITIONS GOVERNING THIS LOAN AGREEMENT

None.

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the Contractor payable solely from the net revenue of the Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan Contract. This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer, or solid waste utility project.

DECLARATION (continued)

Loan Number:
Project Title:

PR13-951-107
Plains System Second Reservoir

Scope of Work:

The City is to purchase Right-of-way for this project.

Costs may include, but are not limited to, engineering, purchase of right-of-way, cultural and historical resources review, environmental review, permits, public involvement and bid documents that allow the City to meet local, state, and federal standards.

Contract Number: PR13-951-107

Washington State Department of Commerce

**PUBLIC WORKS BOARD
CONSTRUCTION LOAN CONTRACT**

1. Contractor City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative	
5. Contract Amount \$300,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2017
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 916001280	11. SWV # SWV00338705	12. UBI #	13. DUNS #
14. Contract Purpose Fund a project of a local government for preconstruction activities for streets and roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, and solid waste facilities, including recycling facilities.			
The Board, defined as the Washington State Public Works Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
_____ Signature		_____ John LaRocque, Executive Director	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM ONLY	
_____ Date		This 3rd Day of December, 2012	
		Rob McKenna Attorney General	
		_____ <i>Signature on file</i> Kathryn Wyatt Assistant Attorney General	

Approved as to form:


Assistant City Attorney

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**PUBLIC WORKS BOARD
PRE-CONSTRUCTION LOAN PROGRAM**

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Pre-construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Pre-construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor a Public Works Trust Fund pre-construction loan for an approved public works project.

1.3 Purpose

The Board and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.16 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.12.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Eligible Project Costs

Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Program loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.10 Historical and Cultural Resources

The Contractor acknowledges that the project funded by this Contract is subject to Section 106 of the National Historic Preservation Act of 1966.

Contractor agrees that Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Contractor's public works project funded under this Contract.

The Contractor agrees that, in no case shall construction activities, ground disturbance, or excavation of any sort, begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

In addition, the Contractor shall not conduct or authorize destructive project planning activities before completing compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), Cultural Resources Program Manager at Washington State Department of Health, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact the concerned tribe's cultural staff or committee and DAHP.

The Contractor shall require the above provisions to be contained in all contracts for work or services related to the declared **SCOPE OF WORK**. In no case shall construction activities begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966.

In addition to the requirements set forth in this Contract, the Contractor agrees to comply with Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

1.11 Performance Incentives

[Section deleted. Title retained to preserve document formatting]

1.12 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The Board will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the Board's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.13 **Project Signs**

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

1.14 **Rate and Term of Loan**

The Board shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

1.15 **Recapture**

The right of recapture shall exist for a period not to exceed six (6) years following contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

These terms supersede the terms in Section 2.31. Recapture.

1.16 **Reimbursement Procedures and Payment**

If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Board will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and the Project Status Report, the Board shall promptly remit a warrant to the Contractor.

The Contractor shall submit all Invoice Vouchers and all required documentation to:

Contracts Administration Unit
Department of Commerce
PO Box 42525
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the Board a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Trust Fund monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Public Works Assistance Account by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.17 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.18 Reports

The Contractor shall furnish the Board with:

- A. Project Status Reports with each Invoice Voucher,
- B. Project Reports at the end of each fiscal year,
- C. Certified Project Completion Report at project completion (as described in Section 1.12), and
- D. Other reports as the Board may require.

1.19 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the Board may terminate the Contract in whole or in part at any time. The Board shall notify the Contractor in writing of its determination to

terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause/Suspension.

1.20 Termination for Convenience

The Board may terminate this contract in the event that state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this contract. Termination will be effective when the Board sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.21 Time of Performance

No later than 24 months after the date of contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may extend the deadline.

The term of this contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.22 Special Conditions

If **SPECIAL CONDITIONS** are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

1.23 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as **LOAN SECURITY**.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

2.9 AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board's requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- Agency contract number
- Contract award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board .

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide THE BOARD with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.18 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and

Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22 **LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to: Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW.
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

2.23 **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.24 **LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25 **LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE / SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C.** Assign to the State all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and
- D.** Preserve and transfer any materials, contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.43 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board

ATTACHMENT I: ATTORNEY'S CERTIFICATION

**PUBLIC WORKS BOARD
PRE-CONSTRUCTION LOAN PROGRAM**

**City of Spokane
PR13-951-107**

I, Barbara A Burns, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Contractor identified on the Declarations Page of the Contract identified above; and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Public Works Trust Fund loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Barbara A Burns
Signature of Attorney

3-6-13
Date

Barbara A Burns
Name

808 W Spokane Falls Blvd Spokane WA 99201
Address



Agenda Sheet for City Council Meeting of:

03/25/2013

Date Rec'd	3/13/2013
Clerk's File #	OPR 2013-0215
Renews #	
Cross Ref #	ORD C34933
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	TAMI PALMQUIST 625-6157
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650-MOU BETWEEN CITY AND UDPDA

Agenda Wording

University District Public Development Authority (UDPDA) update on the Memorandum of Understanding(MOU)contract

Summary (Background)

Mayor and Council created the UDPDA by Ordinance C-34933 on November 5, 2012. This MOU will provide a process and framework for the UDPDA to prioritize redevelopment projects to be completed within the Spokane University District Revitalization Area and to put together a corresponding work plan to support such projects. It is anticipated this will lead to a future interlocal agreement related to sharing of financial and professional resources. The MOU will be approved by the PDA Board March 19.

Fiscal Impact

Neutral	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

Dept Head	CHESNEY, SCOTT
Division Director	QUINTRALL, JAN
Finance	BUSTOS, KIM
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PCED 2/25/13

Distribution List

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Additional Approvals

Purchasing	

BRIEFING PAPER
University District Public Development Authority (UDPDA)
City of Spokane Planning & Development Department
February 25, 2013

Subject

Update on a pending Memorandum of Understanding between the city and University District Public Development Authority (UDPDA) that will be coming forward for Council approval.

Purpose

This MOU will clarify and memorialize the roles and responsibilities of the City and the UDPDA and set the framework for the subsequent Interlocal Agreement, Development Strategy and 2013 work plan.

Background

City Council formed the Spokane University District Revitalization Area (UDRA) by Ordinance No. C-34470 on August 17, 2009. With the formation of the UDRA a comprehensive project list was established for construction with public funds generated by the incremental revenue of growth within the UDRA area..

City Council approved the creation of the University District Public Development Authority, by Ordinance No. C-34933 on November 5, 2012, as a development implementation organization to manage public redevelopment projects within the University District Revitalization Area.

The UD PDA held its first meeting on January 8, 2013.

The Planning and Development Department will work with the UDPDA to:

- Clarify PDA responsibility to direct funds for project activities
- Clarify city administration of public funds
- Assess UDRA funding expectations & limitations
- Create comprehensive "Sources and Uses of Funds" database
- Confirm city professional staff support – PDS
- Establish benchmarks for PDA independent responsibilities
- Establish expectations for UDDA philanthropic & marketing roles
- Establish development financing/ funding expectations

The UDPDA board will consider action on the MOU at a Special Meeting on March 19, 2013.

Recommendation

Approve the MOU between the City and the University District Public Development Authority (UDPDA) board of directors. This agreement assures that everyone is moving forward with the same expectations, agreed upon roles and responsibilities, and everyone understands the next steps of the UDPDA.

A copy of the proposed MOU is attached.

**A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SPOKANE, WASHINGTON, AND
THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY**

This Memorandum of Understanding (this "MOU") between the City of Spokane, Washington (the "City"), a Washington State municipal corporation, and the University District Public Development Authority (the "Authority"), an entity created pursuant to chapter 35.21 RCW (hereinafter collectively referred to as the "Parties"), is dated this ___ day of _____, 2013.

WHEREAS, the City of Spokane is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS, the City Council created the Spokane University District Revitalization Area (the "UDRA") by Ordinance No. C-34470 on August 17, 2009, within the limitations of RCW 39.104.050 and in accordance with RCW 39.104.040; and

WHEREAS, the City is authorized to implement state sales tax credit awarded to the UDRA under the State's Local Revitalization Financing (LRF) program; and

WHEREAS, the City has imposed a sales and use tax set forth in chapter 8.17 of the Spokane Municipal Code and under the authority of RCW 82.14.510 in accordance with the terms of RCW chapter 82.14; and

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, the City Council approved Ordinance No. C-34933 on November 5, 2012, creating the University District Public Development Authority, authorized its charter and bylaws and established its Board of Directors to govern the affairs of the Authority; and

WHEREAS, Ordinance C-34933 approved the Charter and Bylaws of the Authority to participate in redeveloping real property in and around the UDRA, by acquiring, managing, and disposing of real property, securing financing, undertaking or providing for redevelopment, and entering into agreements with developers proposing to develop projects within the UDRA; and

WHEREAS, the focus area of the Authority is the area coextensive with UDRA established by City Ordinance C-34470 on August 17, 2009. At around 770 acres, the tax

increment finance district contains the Riverpoint campus, a downtown location for five higher education institutions, the Innovate Washington technology incubator, and home of Gonzaga University; and

WHEREAS, the Mission Statement of the Authority is, "Cultivate an urban, University District environment favorable to development and actively engage those projects that demonstrate investment readiness."; and

WHEREAS, the City recognizes that while it has limited control over the Authority, by statute, the City must oversee and control the Authority's operations and funds in order to correct any deficiency and to assure that the purposes of each project are reasonably accomplished; and

WHEREAS, to ensure that the Authority facilitates redevelopment in accordance with agreed standards, and that the Parties continue to work together efficiently, effectively and in close communication, the Parties desire to set forth objectives, standards and decision-making processes for accomplishing these joint goals; and

WHEREAS, this MOU is intended to set forth the process and framework for identifying and planning for the development or acquisition of priority properties; and

WHEREAS, upon the agreed upon completion of the tasks and obligations under this MOU, the Parties anticipate executing a future interlocal agreement that may, among other obligations, provide for the financing of the Authorities development activities; and

NOW, THEREFORE, be it understood that the Parties agree to undertake the following:

Section 1. Purpose

The purpose of this agreement is to provide a process and framework for the Authority to prioritize redevelopment projects to be completed within the Spokane University District Revitalization Area, and to put together a corresponding work plan to support such projects. The Parties anticipate that the mutually acceptable result of this effort will lead to a future interlocal agreement related to the sharing of financial and professional resources.

Section 2. Obligations of the Parties

2.1 The Authority shall undertake the following:

2.1.1 Establish prioritization of potential redevelopment projects that may qualify for public improvements funded by Spokane University District Revitalization District financing within the University District Revitalization Area, as described in Ordinance No. C-34470.

2.1.2 Create a Development Strategy to govern the Authority's redevelopment activities. The Development Strategy shall be

consistent with all other applicable city plans including without limitation the City's Comprehensive Plan and local revitalization financing plans.

- 2.1.3 Adopt a Work Plan in consultation with and accepted by the City, that will include processes and plans for the implementation of the Development Strategy.
- 2.1.4 Develop annual budget allocating projected revenue necessary for the implementation and construction of projects authorized under the Spokane University District Revitalization District.
- 2.2 The City shall undertake the following:
 - 2.2.1 Provide professional staff and related support as needed to help the Authority identify, prioritize and plan the redevelopment and infrastructure projects that may be funded through the use of UDRA funds.
 - 2.2.2 Operate in cooperation with the Authority to help create a mutually acceptable Development Strategy and Work Program.
- 2.3 It is anticipated that the ongoing operation, financing, maintenance and ownership responsibilities of identified projects shall be determined by the Parties through the execution of a future interlocal agreement and possible subsequent agreements.
- 2.4 The focus area of the Authority is the area coextensive with University District Revitalization Area established by City Ordinance C-34470 on August 17, 2009.
- 2.5 Parties recognize that multiple parties have previously undertaken a planning process to redevelop the property within the focus area and wish to implement and build upon such earlier work.

Section 3. Compliance with Laws

The Parties, in carrying out and conducting the activities required hereunder and furnishing the necessary services, shall at all times carry out such services, and perform such activities in accordance with and pursuant to any and all laws of the United States of America, the State of Washington, and ordinances of the City, and any rules, regulations, or instructions of any agency or department thereof having or asserting authority or jurisdiction with reference to any service or activity carried on under and pursuant to this agreement.

Section 4. Duration and Termination

There shall be no specific termination date applicable to this MOU. However, either party may, solely within its own discretion, terminate this MOU with 60 days notice to the non-terminating party. Moreover, in the event that the Parties cannot agree upon a mutually acceptable Development Strategy and Work Plan, this MOU shall be of no further effect.

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding on the date first written above.

University District
Public Development Authority

City of Spokane

Chairperson of the Board

David A. Condon, Mayor

APPROVED AS TO FORM:

Assistant City Attorney

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

03/25/2013

Date Rec'd	3/13/2013
Clerk's File #	ORD C34968
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	JON SNYDER 6254
Contact E-Mail	JSNYDER@SPOKANECITY.ORG
Agenda Item Type	Report Item
Agenda Item Name	SETTING HEARING ON MEDICAL CANNABIS MORATORIUM

Agenda Wording

Setting public hearing regarding moratorium on the establishment of medical cannabis collective gardens and licensed dispensaries as set forth in Ordinance No. C34968.

Summary (Background)

On February 25, 2013, the City Council passed Emergency Ordinance C34968 adopting a moratorium on the establishment of medical cannabis collective gardens and licensed dispensaries. The ordinance requires that a public hearing be held within 60 days.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	PFISTER, TERRI	Study Session	
Division Director		Other	ORD C34968-2/25/13
Finance	DOLAN, PAM	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			



Agenda Sheet for City Council Meeting of:

03/25/2013

Date Rec'd	3/13/2013
Clerk's File #	RES 2013-0023
Renews #	
Cross Ref #	OPR 2013-0216
Project #	
Bid #	SOLE SOURCE
Requisition #	CR 13285

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER 625-7002
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0440 - FIRE DEPARTMENT - COMMUNITY DETOX RESOLUTION AND CONTRACT

Agenda Wording

A resolution declaring Community Detox Services 501(c)(3)(Spokane, WA), a sole source for emergency service van patrol to transport publicly intoxicated individuals - not to exceed \$200,000 in a two-year span.

Summary (Background)

Community Detox Services 501 (c)(3) (Spokane, WA) will be providing transport service, with response time critical, training standards and future goals for continued integration into the emergency response system; and Community Detox Services of Spokane is the only local company able and willing to provide this service.

Fiscal Impact

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

Budget Account

#	0020-88100-66000-54201
#	
#	
#	

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN
Finance	BUSTOS, KIM
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PSC 1/31/13

Additional Approvals

Purchasing	PRINCE, THEA

Distribution List	Purchasing: tprince
	Fire: bschaeffer & achirowamangu
	Accounting: mlesesne
	Taxes & Licenses

RESOLUTION NO. 2013-0023

A resolution declaring Community Detox Services of Spokane, a sole source for emergency service van patrol to transport publicly intoxicated individual(s); and authorizing the City of Spokane Fire Department to enter into a contract for these services.

WHEREAS, the transport van service for publicly intoxicated individual is an essential element to the downtown business core area, and

WHEREAS, Community Detox Services of Spokane will be providing transport service, with response time criteria, training standards and future goals for continued integration into the emergency response system; and

WHEREAS, Community Detox Services of Spokane is the only local company able and willing to provide this service; and

WHEREAS, the cost of the transport service exceeds the 2013 public bid limit of \$46,500 for personal services --- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Community Detox Services of Spokane a sole source for emergency service van patrol to transport publicly intoxicated individual(s); and

BE IT FURTHER RESOLVED THAT the Fire Department is authorized to enter into a two year contract for these services at a cost not to exceed \$200,000.00.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and COMMUNITY DETOX SERVICES OF SPOKANE, whose address is P.O. Box 2845, Spokane, Washington 99220, as "Detox Services."

The parties agree as follows:

1. PERFORMANCE. Detox Services shall provide EMERGENCY SERVICE VAN PATROL TO TRANSPORT PUBLICLY INTOXICATED INDIVIDUAL(S), to include the following:

A. City. The City leases to Detox Services a van suitable for transport of intoxicated individuals. The van shall not be older than six (6) years old.

B. Detox Services.

1) Detox Services shall be responsible for staffing, plus fuel, maintenance, and insurance of the van.

2) The van shall be available for response on the following days except for Thanksgiving and Christmas:

Sunday:	11 hours
Monday:	16 hours
Tuesday:	16 hours
Wednesday:	16 hours
Thursday:	16 hours
Friday:	19 hours
Saturday:	11 hours

A sobering slot will be made available for Fire Department use during the extended hours of Friday, Saturday and Sunday.

3) The van will be staffed with Emergency Medical Technician level personnel seventy-five percent (75%) of the time.

4) The van will be available for first response in the downtown core seventy-five percent (75%) of the time.

5) The van will respond within two (2) minutes of notification to a Spokane City Fire/Police call if not committed to another dispatched incident.

- 6) The van will make sweeps through the downtown core (freeway to the river, Walnut Street to Division Street):
 - Five (5) sweeps during the nineteen (19) hour shift
 - Four (4) sweeps during the sixteen (16) hour shifts
 - Three (3) sweeps during the eleven (11) hour shifts.
- 7) Detox Services shall train and maintain seventy five percent (75%) of full time van drivers to Emergency Medical Technician level within a four (4) month period from hire.
- 8) Detox Services shall maintain all certifications.
- 9) Detox Services shall respond to administrative requests for information or documents for the City within three (3) business days.

2. CONTRACT TERM. The contract shall be for two (2) years beginning January 1, 2013, and run through December 31, 2014, unless terminated earlier.

3. COMPENSATION.

- A. The City shall pay Detox Services EIGHT THOUSAND THREE HUNDRED THIRTY TWO AND NO/100 DOLLARS (\$8,332.00) per month for a maximum of NINETY NINE THOUSAND NINE HUNDRED EIGHT FOUR AND NO/100 DOLLARS (\$99,984.00) annually, as full compensation for everything furnished and done under this contract.
- B. Detox Services shall pay the City ONE AND NO/100 DOLLAR (\$1.00) for lease of the van during the contract term.

4. PAYMENT. Detox Services shall send its application for payment to the Spokane Fire Station No.1, Accounting Division, 44 West Riverside Avenue, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of Detox Services' application.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. The City may terminate this contract for cause by ten (10) days written notice to Detox Services. Either party may terminate this contract for any reason by sixty (60) days written notice to the other party. In the event of contract termination, the City shall pay Detox Services for all work previously authorized and performed prior to the termination date.

10. INDEMNIFICATION. Detox Services shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent act or omission or breach of this contract by Detox Services, its officers, employees and subcontractors in connection with the performance of the contract, except to the extent of those claims arising from the concurrent negligence of the City, its officers and employees.

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

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

13. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. Detox Services shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If Detox Services 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.

14. INSURANCE. During the term of the contract, Detox Services shall maintain in force at its own expense, each insurance coverage noted below:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$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 contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to Detox Services' services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from Detox Services or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, Detox Services shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Detox Services shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. AUDIT / RECORDS. Detox Services and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the contract. Detox Services and its subcontractors shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____

City Clerk

Dated: _____

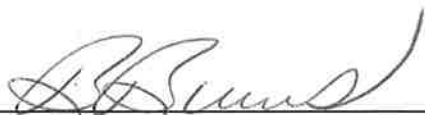
COMMUNITY DETOX SERVICES OF
SPOKANE

E-Mail address, if available: _____

By: _____

Title: _____

Approved as to form:



Assistant City Attorney

13-031



Agenda Sheet for City Council Meeting of:

03/25/2013

Date Rec'd	3/13/2013
Clerk's File #	RES 2013-0024
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MIKE ALLEN 625-6715
Contact E-Mail	RCONGER@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	AMENDS TO THE CITY OF SPOKANE SUSTAINABILITY ACTION PLAN

Agenda Wording

A resolution regarding amends to the City of Spokane Sustainability Action Plan.

Summary (Background)

On June 28, 2010, the City Council approved Resolution No. 2010-0037, adopting the City of Spokane Sustainability Task Force's Sustainability Action Plan (March 2009) as City government's primary policy for addressing the issues of climate change and energy security. The Spokane City Council values our community's natural beauty, environmental health and prosperity. The essence of environmental stewardship is increasing prosperity while using fewer resources. It is necessary to amend the City'

Fiscal Impact	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	DOLAN, PAM	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

On June 28, 2010, the City Council approved Resolution No. 2010-0037, adopting the City of Spokane Sustainability Task Force's Sustainability Action Plan (March 2009) as City government's primary policy for addressing the issues of climate change and energy security. The Spokane City Council values our community's natural beauty, environmental health and prosperity. The essence of environmental stewardship is increasing prosperity while using fewer resources. It is necessary to amend the City's Sustainability Action Plan to incorporate a thorough financial analysis a feasibility study and a metric of environmental effectiveness into the implementation of the Sustainability Action Plan. This resolution will amend the Sustainability Action Plan to include provisions related to a thorough financial analysis a feasibility study and a metric of environmental effectiveness.

Resolution No. 2013-0024

A resolution regarding amends to the City of Spokane Sustainability Action Plan.

WHEREAS, on June 28, 2010, the City Council approved Resolution No. 2010-0037, adopting the City of Spokane Sustainability Task Force's Sustainability Action Plan (March 2009) as City government's primary policy for addressing the issues of climate change and energy security; and

WHEREAS, the Spokane City Council values our community's natural beauty, environmental health and prosperity; and

WHEREAS, the essence of environmental stewardship is increasing prosperity while using fewer resources; and

WHEREAS, it is necessary to amend the City's Sustainability Action Plan to incorporate a thorough financial analysis a feasibility study and a metric of environmental effectiveness into the implementation of the Sustainability Action Plan;
- - Now, Therefore:

BE IT RESOLVED by the City Council for the City of Spokane that the City Council hereby amends the City's Sustainability Action Plan adopted pursuant to Resolution No. 2010-0037 as follows:

5.0 Next Steps

This plan addresses in general terms, actions that should be taken by City government to be more sustainable and resilient in the face of issues such as peak oil, climate change, and climate mitigation. However, the Action Plan is just a beginning.

Community outreach and input. The Task Force recommends that the community at large have ample opportunity to advise the City on the merits of the Action Plan. Then as the City staff develops its implementation strategies, the package can be fully articulated in public forums between now and midyear 2009. In that time frame, the Task Force understands that City Environmental Programs staff will conduct outreach in the community and within the City departments making the Action Plan known to as many stakeholders and staff as possible. Community outreach can also be enhanced with continuing support from the Outreach Partners (*see "Acknowledgements section for list*). The results of this outreach can then be reported to City Council and the community at large.

Also this Action Plan should **be presented to the community with a question: What can the community beyond City government do to address these concerns and capture similar opportunities?** Although beyond the scope of this Action Plan it is hoped that the resulting conversations will prompt individuals and organizations beyond

the confines of City government to find ways to operate more sustainably, for them and for the larger community.

Implementation strategies. This Action Plan lays out clear principles and a path forward. Specific actions need to follow to make the Action Plan come alive. The exact steps to its implementation need to be developed and followed. We understand that **the Mayor has charged Public Works and Utilities, specifically Environmental Programs, to expedite implementation of the Action Plan.** Environmental Programs would do this with the assistance of the City's Green Team of designated staff and Department heads. **A three- to five-year detailed implementation plan will be developed and forwarded to City elected officials for consideration and endorsement.** Given sufficient data to evaluate effectiveness, the Task Force encourages taking early actions where ever practical consistent with Task Force recommendations and City goals.

Continued community oversight. To help the Action Plan stay on course and come to fruition, the Mayor has asked the Sustainability Task Force to continue to serve in an advisory role. To perform this role effectively, the Task Force needs a clear point of contact with the City and access to regular reporting of implementation actions under taken by the City.

In that advisory capacity, the Task Force recommends that all City departments and commissions consider the Guiding Principles, Strategic Priorities, and Proposed Recommendations in this plan, and incorporate them as appropriate in their operating policies and ongoing operations. The Task Force also notes that the Action Plan includes some recommendations that may require amendment of the City's Comprehensive Plan. The decisions to amend the Comprehensive Plan should be made in consultation with the Planning Department, and shortly after the Action Plan is finalized. At this writing, the City Council is considering an inventory of greenhouse gases and what reduction goal(s) might be appropriate for the City. Actions indicated by the result of this assessment should be incorporated into the implementation of the Action Plan as appropriate.

The time to act is now. The Task Force is confident that implementing this Sustainability Action Plan will be instrumental in ensuring that the City has a sustainable future that will offer to those who live here and love this place a quality of life that is *near nature, near perfect.*

Any future actions relating to the implementation of the recommendations contained within the Plan shall only occur after a thorough financial analysis and feasibility study on the merits of the recommendation. The City Council, as a legislative body, shall review the results of the analysis and studies and where appropriate take subsequent legislative action, after public input and council deliberation, to adopt the appropriate ordinances, resolutions or other legislative action.

Future actions relating to implementation of the Plan shall only occur after creation of a metric of environmental effectiveness, calculating the cost of each strategy per unit of CO2e avoided or reduced. The metric of environmental effectiveness will be provided to the City Council prior to implementation.

ADOPTED by the City Council _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney