

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 24, 2016

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 BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

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 THURSDAYS 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 entrance 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 Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh 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. | Setting public hearings: | FIN 2016-0001 |
| a. | On possible revenue sources for the 2017 budget for November 7, 2016. | Set Hrg.
11-7-2016 |
| b. | For review of the 2017 Proposed Budget beginning Monday, November 7, 2016, and continuing thereafter at the regular council meetings during the month of November. | Set Hrgs.
Beginning
11-7-2016 |
| Tim Dunivant | | |
| 2. | Renewal of Value Blanket Order with Valmont Industries (Valley, NE) for Traffic Signal Standards and Luminaire Standards—Estimated annual expenditure \$145,207.98 (incl. tax). | Approve

OPR 2016-0812
BID 4173-15 |
| Gerald Okihara | | |
| 3. | Purchase from Advanced Traffic Products (Everett, WA) of three Wavetronix Smartsensor radar detection systems—\$61,650.97 (incl. tax). | Approve

OPR 2016-0813 |
| Val Melvin | | |
| 4. | Purchase from Freedom Truck Centers (Spokane, WA) of one three axle pup trailer with a stainless steel dump body—\$124,725.64 (incl. tax). Gene Jakubczak | Approve

OPR 2016-0814
BID 4294-16 |

5. Value Blanket purchases from: Approve
All
- a. Fastenal Company, (Bothell, WA) for Inventory Management Services from November 1, 2016 through October 31, 2019—not to exceed \$150,000 per year. OPR 2016-0815
BID 4265-16
 - b. Hitachi Zosen, (Norcross, GA) for Feeder and Grate Parts for the WTE from November 1, 2016 through October 31, 2018—\$520,315.40. OPR 2016-0816
BID 4292-16
- Chuck Conklin**
6. Renewal of Value Blanket Contracts for the Waste to Energy Facility from January 1, 2017, through December 31, 2017 with: Approve
All
- a. Helfrich Brothers Boiler Works, Inc., (Lawrence, MA) for Boiler Tubes—not to exceed \$600,000 (incl. tax). OPR 2016-0817
BID 4074-14
 - b. Brenntag Pacific, Inc. for purchase of Anhydrous Ammonia and Phosphoric Acid—\$692,000. OPR 2016-0818
BID 4057-14
 - c. Atlas Copco (Arlington, WA) for compressor rentals during scheduled outages and on an as needed basis—\$113,916. OPR 2016-0819
BID 4066-14
 - d. Northstar Chemical (Tualatin, OR) for purchase of Hydrochloric Acid—Not to exceed \$31,088.20 (incl. tax). OPR 2016-0820
BID 4059-14
- Chuck Conklin**
7. Renewal of Contract with Dick Irvin, Inc., (Shelby, MT) for coordination, transportation and offloading of bulk lime for use in the Waste to Energy Facility from October 1, 2016 through September 30, 2017—not to exceed \$426,000. Approve
OPR 2016-0821
BID 4079-14
- Chuck Conklin**
8. Contract Amendment with Knight Construction & Supply, Inc., (Deer Park, WA) for Rebuild of Hydraulic & Pneumatic Cylinders for the Waste to Energy Facility—\$20,400. Approve
OPR 2016-0218
- Chuck Conklin**
9. Contract Amendments No. 5 & No. 6 with Northwest Plant Health Care for work on High Drive and Lincoln Street/Monroe Street to increase funding needed for tree removal and pruning—total cost \$19,158.37. Approve
OPR 2015-0306
ENG 2012115
ENG 2014056
- Dan Buller**

- | | | |
|---|-----------------------------------|------------------------------|
| 10. New Interlocal Agreement with the Spokane Regional Transportation Management Center regarding the creation, operations and management of the center.
Andy Schenk | Approve | OPR 2016-0822 |
| 11. Renewal of Contract with Eurofins Frontier Global Sciences, Inc. (Bothell, WA) for the Wastewater Treatment Facility for analytical services of Clean Metals—\$27,760 (incl. tax).
Mike Cannon | Approve | OPR 2016-0823
RFP 3975-13 |
| 12. Contract with Siemens Demag Delaval Turbomachinery, Inc. (Hamilton, NJ) for maintenance of the Turblex brand aeration basin blowers that supply fine bubble aeration for critical biological treatment at the Wastewater Treatment Facility—\$129,738.
Mike Cannon | Approve | OPR 2016-0824 |
| 13. Accept funding from Washington Traffic Safety Commission, (Olympia, WA) for multi-jurisdictional high visibility enforcement traffic safety patrols in support of Target Zero priorities from October 1, 2016 through September 30, 2017—\$54,000.
Justin Lundgren | Approve | OPR 2016-0825 |
| 14. Contracts with KB Construction (CDA, ID) for: | Approve | |
| a. monitoring registered foreclosure properties as required by SMC 17F.070.520 this is a companion contract to the Community Champions Registry—maximum estimated costs: 2016: \$11,000; 2017: \$114,000. | | OPR 2016-0826
BID 4245-16 |
| b. boarding and monitoring buildings using funding from the Code Enforcement budget—\$50,000. | | OPR 2016-0827
BID 4271-16 |
| Melissa Wittstruck | | |
| 15. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2016-0002 |
| 16. City Council Meeting Minutes: _____, 2016 | Approve
All | CPR 2016-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Park Board: One Appointment

Confirm CPR 1981-0402

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35445 amending Ordinance No. C35322 passed by the City Council November 23, 2015, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Traffic Calming Fund

FROM: Unappropriated Reserves, \$684,243;

TO: Construction of Fixed Assets, same amount.

(This action allows the City to enter into contract for the 2015 Traffic Calming Projects).

Heather Trautman

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2016-0086 Approving settlement of Claim for Damages filed by Mary C. Cairns, arising out of an incident on May 10, 2014—\$70,000.
Salvatore Faggiano
- RES 2016-0087 Approving settlement of Brian Breen v. City of Spokane lawsuit—\$50,000.
Nat Odle
- RES 2016-0088 Setting hearing before the City Council for November 21, 2016 for the vacation of the alley between 4th Avenue and 5th Avenue from McClellan Street to Browne Street, as requested by Sacred Heart Medical Center. (Cliff/Canon Neighborhood)
Eldon Brown
- ORD C35444 Relating to the downtown Parking and Business Improvement Area; amending sections 04.31.030 and 04.31.080 of the Spokane Municipal Code.
Council President Stuckart
- ORD C35433 Vacating that portion of the right-of-way of Oakland Boulevard between the East right-of-way line of Cedar Road and the East line of Block 9 of the plat of Cascade Park Addition, except for the west 50 feet; together with that portion of the alley, in Block 10 of the Plat of Cascade Park Addition, from the East line of Cedar Road to the East line of Block 10 of the said plat, except for the West 50 feet; together with that portion

of the right-of-way of Columbia Avenue between the East right-of-way line of Cedar Road and the East line of Block 10 of the plat of Cascade Park Addition, except the West 50 feet located in the northeast quarter of Section 1, Township 24 North, Range 42 East Willamette Meridan. (Latah/Hangman Valley Neighborhood)

Eldon Brown

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- S1. Update on Riverfront Park redevelopment progress. For CPR 2016-0037
Presentation to include overview of the projects, Information
timeline and budget. **Fianna Dickson**
-

NO HEARINGS

Motion to Approve Advance Agenda for October 24, 2016
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The October 24, 2016, Regular Legislative Session of the City Council is adjourned to October 31, 2016.

NOTES



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	FIN 2016-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0410 - SET REVENUE HEARING

Agenda Wording

Setting public hearing on possible revenue sources for the 2017 Budget for November 7, 2016.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2017 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 14th agenda.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tdunivant@spokanecirty.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	cmarchand@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	FIN 2016-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0410 - SET BUDGET HEARINGS

Agenda Wording

Setting the hearings for review of the 2017 Proposed Budget beginning Monday, November 7, 2016 and continuing thereafter at the regular council meetings during the month of November.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the proposed 2017 budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 7, 2016 and are currently scheduled to continue each Monday during the month of November through November 21, 2016. The Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	tdunivant@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	cmarchand@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of: 10/24/2016

<u>Date Rec'd</u>	10/10/2016
<u>Clerk's File #</u>	OPR 2016-0812
<u>Renews #</u>	OPR 2015-0923

<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GERALD OKIHARA 232-8842	<u>Project #</u>	
<u>Contact E-Mail</u>	GOKIHARA@SPOKANECITY.ORG	<u>Bid #</u>	BID #4173-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VB
<u>Agenda Item Name</u>	1100 - RENEWAL OF VALUE BLANKET ORDER FOR TRAFFIC SIGNAL & LUMINAIRE STDS		

Agenda Wording

Renewal of Value Blanket Order for Traffic Signal Standards and Luminaire Standards from Valmont Industries (Valley, NE)- Estimated annual expenditure - \$145,207.98 including tax

Summary (Background)

On October 6, 2015 sealed bids were opened to provide the City of Spokane with an annual supply Signal Standards and Luminaire Standards to be purchased on an "as needed" basis - City Council approved on 11/16/15 (OPR 2015-0923). This bid allowed for four (4)one-year renewals - this is the first renewal. There will be no price changes from the original bid price.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 145,207.98	#	varous
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 10/10/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	CODDINGTON, BRIAN	TAXES & LICENSES	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
PUBLIC WORKS COMMITTEE
Street Department
October 5, 2016

Subject

Renewal of Value Blanket Purchase Order for Traffic Signal Standards and Luminaire Standards from Valmont Industries for the Street Department. Price not to exceed \$145,207.98 including tax.

Background

Requests for Bids #4173-15 was issued in October 2015, and Valmont Industries was the chosen bidder.

Valmont Industries has agreed to renew with no cost increase for Signal Standards and Luminaire Standards. The original Value Blanket Purchase Order was for one year, with the option to renew for four (4) additional one-year periods. This is the first of those renewals.

Impact

Providing City projects with standardized products that meet City specifications will result in timely project completion by minimizing delays waiting for material arrival. By renewing this contract the City will continue to save dollars on new signal equipment ordered from Valmont Industries with no price increases from last year.

Action

Recommend approving the Value Blanket Purchase Order contract with Valmont Industries for one year.

Funding

Estimated annual expenditure is \$145,207.98 including tax and will be funded by the Street Department and project funds.

For further information on this subject contact Mark Serbousek, Director of Streets at 232-8810.



Agenda Sheet for City Council Meeting of:
10/24/2016

<u>Date Rec'd</u>	10/10/2016
<u>Clerk's File #</u>	OPR 2016-0813
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE CONTRACT
<u>Requisition #</u>	RE# 18205

<u>Submitting Dept</u>	STREETS
<u>Contact Name/Phone</u>	VAL MELVIN 232-8804
<u>Contact E-Mail</u>	VMELVIN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	1100 - STREET PURCHASE OF WAVETRONIX SMARTSENSOR RADAR DETECTION SYSTEMS

Agenda Wording

Purchase of three (3) Wavetronix Smartsensor radar detection systems from Advanced Traffic Products (Everett, WA) - \$61,650.97 including tax

Summary (Background)

As a member of the Washington State Cooperative, State contract pricing is available to the City. The State of Washington contract represents the best pricing available to us because the State contract is allowed deeper discounts from the manufacturer. This purchase is accessing Wa State Contract #03709.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 61,650.97	#	1100-21300-28800-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 10/10/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	CODDINGTON, BRIAN	TAXES & LICENSES	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
October XX, 2016

Subject

Purchase of three (3) Wavetronix Smartsensor radar detection systems from Advanced Traffic Products using State Contract 03709.

Background

The City of Spokane Signal and Lighting intends to upgrade to a high resolution detection system on the North Division Corridor. The existing detection system is unable to support high resolution data consistently. High resolution data is needed in order to efficiently operate traffic signal timing operations and produce performance measures for vehicular and pedestrian traffic on the corridor. The existing detection system will be removed and relocated to the Division-Ruby couplet for side street detection.

Signal & Lighting crews will remove and reinstall the existing detection system and install the Wavetronix systems.

Impact

The total material cost to the Street Department for three (3) radar detection systems is approximately \$61,650.97.

Action

Recommend approval.

Funding

Three (3) detection systems with high resolution capabilities are needed for the North Division Corridor. Funding source is Signal and Lighting's annual operations and maintenance budget.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/10/2016
Clerk's File #	OPR 2016-0814
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4294-16
Requisition #	RE# 18179

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET PURCHASE OF THREE AXLE PUP TRAILER

Agenda Wording

Purchase of one (1) three axle pup trailer with a stainless steel dump body from Freedom Truck Centers (Spokane, WA) - \$124,725.64 including taxes

Summary (Background)

On September 26, 2016 sealed bids were opened to provide the City of Spokane Fleet Services Department with one (1) three axle pup trailer. One response was received with Freedom Truck Centers being the lowest bidder. This is a replacement unit for the Sewer Department.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 124,725.64	#	4320-43220-94000-56405
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	JAKUBCZAK, GENE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 10/10/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	CODDINGTON, BRIAN	gjakubczak	
<u>Additional Approvals</u>		fleetservices	
<u>Purchasing</u>	PRINCE, THEA	Taxes & Licenses	

**FLEET SERVICES
MEMORANDUM**

October 10, 2016

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: BID # 4294-16

After careful consideration, the Fleet Services Department recommends bid #4294-16 be awarded to Freedom truck Centers, Inc., the lowest responsive bidder, for the purchase of one (1) three axle Pup Trailer with a stainless steel dump body.

QTY	ITEM	EACH	TOTAL
1	Stainless steel Pup Trailer per specifications	\$114,743.00	\$114,743.00
Sales Tax	8.7%		\$ 9,982.64
TOTAL			\$124,725.64

cc: Justin Anderson

BRIEFING PAPER
Public Works Committee
Fleet Services
October 10, 2016

Subject

Purchases of one (1) three axle Pup Trailer with a stainless steel dump body as a replacement unit for the Sewer Department.

Background

The loader is being purchased utilizing the terms of Bid # 4294-16 for \$124,725.64 including tax.

Impact

This unit will replace a unit at the Advanced Wastewater Treatment Plant that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funding is available in the Sewer Department's 2016 budget.



Agenda Sheet for City Council Meeting of: 10/24/2016

Date Rec'd	10/12/2016
Clerk's File #	OPR 2016-0815
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	RFB #4265-16
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 - VB FOR INVENTORY MANAGEMENT SERVICES FOR THE WASTE TO		

Agenda Wording

Value Blanket for Inventory Management Services from Fastenal Company, Bothell, WA. November 1, 2016 to October 31, 2019. Not to exceed \$150,000 per year.

Summary (Background)

On August 15, 2016, proposals were received in response to RFP#4265-16 for Inventory Management Services for approximately 990 individual item including electrical and lighting, first aid supplies, maintenance shop supplies, safety supplies, and warehouse supplies. Responses were received from 4 vendors: Fastenal Company, Bothell W.W. Grainger, Inc., Spokane Tacoma Screw, Spokane North Coast Electric, Spokane

Fiscal Impact		Budget Account	
Expense	\$ 150,000.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 10/10/16
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	kkeck@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fastenal Company was selected as the most qualified and lowest cost proposer. The RFP specified a 3-year contract with the option to extend for 1 additional 2-year period, with the total contract period not to exceed 5 years.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
<u>Distribution List</u>		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
October 10, 2016

Subject

Value Blanket for Inventory Management Services from Fastenal Company, Bothell, WA. November 1, 2016 to October 31, 2019. Not to exceed \$150,000 per year.

Background

On August 15, 2016, proposals were received in response to RFP#4265-16 for Inventory Management Services for approximately 990 individual item including electrical and lighting, first aid supplies, maintenance shop supplies, safety supplies, and warehouse supplies. Responses were received from 4 vendors:

Fastenal Company, Bothell
W.W. Grainger, Inc., Spokane
Tacoma Screw, Spokane
North Coast Electric, Spokane

Fastenal Company was selected as the most qualified and lowest cost proposer.

The RFP specified a 3-year contract with the option to extend for 1 additional 2-year period, with the total contract period not to exceed 5 years.

Impact

Utilizing a vendor managed inventory system will allow for frequently used items to be kept in stock for use as needed. This will allow for more efficient use of time and resources.

Action

Recommend approval of this Value Blanket.

Funding

Funding for the purchase of items in vendor managed inventory is included in the 2017 operations budget.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/12/2016
Clerk's File #	OPR 2016-0816
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	RFB#4292-16
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 -PURCHASE OF FEEDER AND GRATE PARTS FOR THE WASTE TO ENERGY		

Agenda Wording

Value Blanket for purchase of Feeder and Grate Parts for the WTE from Hitachi Zosen, Norcross, GA, November 1, 2016 to October 31, 2018. \$520,315.40.

Summary (Background)

On September 19, 2016, three sealed bids were received in response to RFB#4292-16 for Feeder and Grate parts for the WTE: Hitachi Zosen, Norcross, GA Powerhouse Technology, Inc., Farmington, NY Wheelabrator Group, LaGrange, GA Hitachi Zosen was the lowest cost bidder. The RFB specified the initial contract period of 2 years, with the option to renew for 3 additional 1-year periods.

Fiscal Impact		Budget Account	
Expense	\$ 520,315.40	#	4490-44100-37148-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 10/10/16
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	kkeck@spokanecity.org	
Additional Approvals		tprinc@spokanecity.org	
Purchasing	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
October 10, 2016

Subject

Value Blanket for purchase of Feeder and Grate Parts for the WTE from Hitachi Zosen, Norcross, GA, November 1, 2016 to October 31, 2018. \$520,315.40.

Background

On September 19, 2016, three sealed bids were received in response to RFB#4292-16 for Feeder and Grate parts for the WTE:

Hitachi Zosen, Norcross, GA
Powerhouse Technology, Inc., Farmington, NY
Wheelabrator Group, LaGrange, GA

Hitachi Zosen was the lowest cost bidder. The RFB specified the initial contract period of 2 years, with the option to renew for 3 additional 1-year periods.

Impact

This Value Blanket will allow for the purchase of Feeder and Grate Parts for the WTE for uninterrupted operation of the facility.

Action

Recommend approval.

Funding

Funding for the purchase of feeder and grate parts is included in the operations budget for the WTE.



Agenda Sheet for City Council Meeting of: 10/24/2016

Date Rec'd	10/12/2016
Clerk's File #	OPR 2016-0817
Renews #	OPR 2014-0755

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	RFB #4074-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 - RENEW VB FOR PURCHASE OF BOILER TUBE FOR THE WASTE TO		

Agenda Wording

Renewal of Value Blanket for purchase of Boiler Tubes from Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, for the Waste to Energy facility. Price not to exceed \$600,000.00, taxes included.

Summary (Background)

Request for Bids #4074-14 was issued in October 2014, and Helfrich Brothers Boiler Works was the lowest cost. Helfrich Brothers has agreed to renew with no cost increase for the boiler tubes, and increases to freight only. The original Value Blanket was for one year, with the option to renew for 4 additional one-year periods. This is the second of those renewals.

Fiscal Impact		Budget Account	
Expense	\$ 600,000.00	#	4490-44100-37148-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 10/10/16
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	kkeck@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
October 10, 2016

Subject

Renewal of Value Blanket for purchase of Boiler Tubes from Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, for the Waste to Energy facility. Price not to exceed \$600,000.00, taxes included.

Background

Request for Bids #4074-14 was issued in October 2014, and Helfrich Brothers Boiler Works was the lowest cost.

Helfrich Brothers has agreed to renew with no cost increase for the boiler tubes, and increases to freight only. The original Value Blanket was for one year, with the option to renew for 4 additional one-year periods. This is the second of those renewals.

Impact

Renewing the Value Blanket will allow for continued uninterrupted operation of the waste to energy facility.

Action

Recommend approval of this purchase.

Funding

Funding for this Value Blanket is included in the 2017 repair and maintenance budget for the waste to energy facility.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	OPR 2016-0818
Renews #	OPR 2014-0703

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	BID #4057-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 - PURCHASE OF ANHYDROUS AMMONIA & PHOSPHORIC ACID FOR		

Agenda Wording

Renewal of Value Blanket with Brenntag Pacific, Inc., for purchase of Anhydrous Ammonia and Phosphoric Acid for the Waste to Energy for 2017. \$692,000.00.

Summary (Background)

Anhydrous Ammonia and Phosphoric Acid are required for the operation of the WTE Facility. On September 29, 2014, sealed bids were opened to provide the City with these chemicals on an annual basis. Brenntag Pacific, Inc., has agreed to provide both Anhydrous Ammonia and Phosphoric Acid with no price increase over 2016, however, Brenntag reserves the right to adjust pricing up if ammonia mid-point price exceeds \$630/ton for the Pacific Northwest as noted in the Green Markets Report.

Fiscal Impact		Budget Account	
Expense	\$ 692,000.00	#	4490-44100-37184-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 10/10/16
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	tprince	
Additional Approvals			
Purchasing	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The original value blanket was for 1 year, with the option of four 1-year extensions. This is the 2nd of those extensions. Continued on-time deliveries of Anhydrous Ammonia and Phosphoric Acid will allow for the uninterrupted operation of the WTE.

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

Distribution List

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
October 10, 2016

Subject

Extension of Value Blanket with Brenntag Pacific, Inc., for purchase of Anhydrous Ammonia and Phosphoric Acid for 2017. \$692,000.00.

Background

Anhydrous Ammonia and Phosphoric Acid are required for the operation of the WTE Facility. On September 29, 2014, sealed bids were opened to provide the City with these chemicals on an annual basis. Brenntag Pacific, Inc., has agreed to provide both Anhydrous Ammonia and Phosphoric Acid with no price increase over 2016, however, Brenntag reserves the right to adjust pricing up if ammonia mid-point price exceeds \$630/ton for the Pacific Northwest as noted in the Green Markets Report.

The original value blanket was for 1 year, with the option of four 1-year renewals. This is the 2nd of those renewals.

Impact

Continued on-time deliveries of Anhydrous Ammonia and Phosphoric Acid will allow for the uninterrupted operation of the WTE.

Action

Recommend approval.

Funding

Funding for these items are included in the 2017 WTE operations budget.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	OPR 2016-0819
Renews #	OPR 2014-0754

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	BID #4066-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 - WASTE TO ENERGY VALUE BLANKET ORDER FOR COMPRESSOR RENTAL		

Agenda Wording

Renewal of Value Blanket with Atlas Copco (Arlington, WA) for compressor rentals during scheduled outages and on an as needed basis. January 1, 2017, through December 31, 2017. \$113,916.00.

Summary (Background)

On October 27, 2014, sealed bids were opened to provide the Waste to Energy Facility with compressors on an "as needed" basis. One response was received from Atlas Copco. Rental of compressors support maintenance operations during routine and non-routine outages, as well as in the event of compressor failure. The original bid was for 1 year, with 4 additional 1-year renewals. This is the 2nd of those renewals. Atlas Copco will provide compressors for 2017 with no price increase over 2016.

Fiscal Impact		Budget Account	
Expense	\$ 113,916.00	#	4490-44100-37148-54501
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 10/10/16
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	tprince	
Additional Approvals			
Purchasing	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
October 10, 2016

Subject

Extension of Value Blanket with Atlas Copco of Arlington, WA, for compressor rentals during scheduled outages and on an as needed basis, January 1, 2017, through December 31, 2017; \$113,916.00.

Background

In response to RFP#4066-14, sealed bids were opened on November 27, 2014, with one response being received from Atlas Copco.

Compressor rentals are required for the WTE Facility during scheduled and unscheduled outages and on an as needed basis.

The original bid was for one year, with 4 additional one-year extensions. This is the 2nd of those extensions. Atlas Copco has agreed to honor the same terms as 2016 with no cost increase.

Impact

Rental of these compressors will allow the WTE Facility to support maintenance operations during routine and non-routine outages, as well as support operation of the facility in the event of a compressor failure.

Action

Recommend approval.

Funding

Funding is included in the 2017 operations budget for the WTE Facility.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	OPR 2016-0820
Renews #	OPR 2014-0722

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	BID #4059-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 - PURCHASE OF HYDROCHLORIC ACID FOR WASTE TO ENERGY		

Agenda Wording

Renewal of Value Blanket with Northstar Chemical of Tualatin, OR, for purchase of Hydrochloric Acid for the Waste to Energy. January 1, 2017, to December 31, 2017. Not to exceed \$31,088.20, tax included.

Summary (Background)

Hydrochloric acid is required for the operation of the waste to energy facility. On October 20, 2014, the City received 3 bids in response to RFB#4059-14. Northstar Chemical was the lowest cost bidder. The original request for bids allowed for a 1-year agreement, with 4 additional 1-year renewals. This is the 2nd of those renewals. Northstar Chemical has agreed to hold to the same pricing as 2016.

Fiscal Impact		Budget Account	
Expense	\$ 31,088.20	#	4490-44100-37148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 10/10/16
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	tprince	
Additional Approvals			
Purchasing	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
October 10, 2016

Subject

Extension of Value Blanket with Northstar Chemical of Tualatin, OR, for purchase of Hydrochloric Acid per request for bids #4059-14. January 1, 2017, to December 31, 2017. Not to exceed \$31,088.20, tax included.

Background

Hydrochloric acid is required for the operation of the waste to energy facility. On October 20, 2014, the City received 3 bids in response to RFB#4059-14. Northstar Chemical was the lowest cost bidder.

The original request for bids allowed for a 1-year agreement, with 4 additional 1-year renewals. This is the 2nd of those renewals. Northstar Chemical has agreed to hold to the same pricing as 2016.

Impact

Renewal of this value blanket will allow for the uninterrupted operation of the WTE.

Action

Recommend approval.

Funding

Funding for this value blanket is included in the 2017 operations budget.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/12/2016
Clerk's File #	OPR 2016-0821
Renews #	OPR 2015-0093

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	RFP #4079-14
Agenda Item Type	Contract Item	Requisition #	CR 17310
Agenda Item Name	4490 - CONTRACT FOR TRANSPORT AND OFFLOADING LIME FOR THE WASTE		

Agenda Wording

Contract renewal with Dick Irvin, Inc., of Shelby, MT, for coordination, transportation and offloading of bulk lime for use in the Waste to Energy Facility, October 1, 2016 to September 30, 2017, for an annual total not to exceed \$426,000.

Summary (Background)

A Request for Proposals #4079-14 for coordination, transportation and offloading of the bulk lime was issued, and Dick Irvin, Inc., of Shelby, MT, was the only respondent. Dick Irvin, Inc., has continued to effectively communicate with the waste to energy facility staff to monitor lime levels and coordinate with lime supplier to assure lime is delivered when needed. The company has the proper equipment to integrate with the facility's equipment for safe and timely product offloading.

Fiscal Impact		Budget Account	
Expense	\$ 426,000.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 10/10/16
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	kkeck@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	WAHL, CONNIE		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

After no price increase for 2016, the price for 2017 reflects a 2.5% increase. The initial contract was for 1 year, with 4 additional one-year extensions. This is the second of those extensions.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
September 14, 2015

Subject

Contract renewal with Dick Irvin, Inc., of Shelby, MT, for coordination, transportation and offloading of bulk lime for use in the Waste to Energy Facility, for an annual total not to exceed \$426,000.

Background

A Request for Proposals #4079-14 for coordination, transportation and offloading of the bulk lime was issued, and Dick Irvin, Inc., of Shelby, MT, was the only respondent.

Dick Irvin, Inc., has continued to effectively communicate with the waste to energy facility staff to monitor lime levels and coordinate with lime supplier to assure lime is delivered when needed. The company has the proper equipment to integrate with the facility's equipment for safe and timely product offloading.

After no price increase for 2016, the price for 2017 reflects a 2.5% increase. The initial contract was for 1 year, with 4 additional one-year extensions. This is the second of those extensions.

Impact

The waste to energy facility requires lime to operate. Failure to have lime on hand when needed would result in a plant shut down. Having this contract in place will allow the facility to continue safe and effective 24 hr/7 day per week operations.

Action

Recommend renewal of this contract.

Funding

Funding is included in the 2017 operation and maintenance budget for the WTEF.

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
October 10, 2016

Subject

Contract renewal with Dick Irvin, Inc., of Shelby, MT, for coordination, transportation and offloading of bulk lime for use in the Waste to Energy Facility, for an annual total not to exceed \$426,000.

Background

A Request for Proposals #4079-14 for coordination, transportation and offloading of the bulk lime was issued, and Dick Irvin, Inc., of Shelby, MT, was the only respondent.

Dick Irvin, Inc., has continued to effectively communicate with the waste to energy facility staff to monitor lime levels and coordinate with lime supplier to assure lime is delivered when needed. The company has the proper equipment to integrate with the facility's equipment for safe and timely product offloading.

After no price increase for 2016, the price for 2017 reflects a 2.5% increase. The initial contract was for 1 year, with 4 additional one-year extensions. This is the second of those extensions.

Impact

The waste to energy facility requires lime to operate. Failure to have lime on hand when needed would result in a plant shut down. Having this contract in place will allow the facility to continue safe and effective 24 hr/7 day per week operations.

Action

Recommend renewal of this contract.

Funding

Funding is included in the 2017 operation and maintenance budget for the WTEF.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	OPR 2016-0218
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	IFRP #WTE 16-011
Agenda Item Type	Contract Item	Requisition #	CR 17308
Agenda Item Name	4490 - AMENDMENT TO CONTRACT FOR CYLINDER REBUILD FOR WASTE TO		

Agenda Wording

Amendment to contract with Knight Construction & Supply, Inc., Deer Park, WA, for Rebuild of Hydraulic & Pneumatic Cylinders for the WTE. \$20,400.00.

Summary (Background)

Knight Construction & Supply was selected as the lowest cost proposer in response to IFRP #WTE 16-011 for Rebuilding of Hydraulic and Pneumatic Cylinders for the Waste to Energy, and a contract was entered for \$48,000. The total number of cylinders requiring rebuild was more than estimated in the original informal request for proposals. This resulted in the need for an amendment that will bring the total contract price above the small contract limit of \$48,700.

Fiscal Impact		Budget Account	
Expense	\$ 20,400.00	#	4490-44100-37148-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 10/10/16
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	tprince	
Additional Approvals			
Purchasing	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Amending this contract will allow for the uninterrupted operations of the Waste to Energy with the timely rebuilding of cylinders until a new RFP can be issued to reflect the increased need for cylinder rebuilds, and a new contract is in place for 2017.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
<u>Distribution List</u>		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
March 28, 2016

Subject

Amendment to contract with Knight Construction & Supply, Inc., Deer Park, WA, for Rebuild of Hydraulic & Pneumatic Cylinders for the WTE. \$20,400.00.

Background

On November 4, 2015, the City issued IRFP #WTE 16-011 for rebuild of hydraulic and pneumatic cylinders with OEM parts only for the WTE.

Three proposals were received:

Hydraulics Plus, Inc., Spokane
Summit Hydraulics, Inc., Spokane
Knight Construction & Supply, Deer Park

Knight Construction & Supply was selected as the lowest cost proposer, and a contract was entered for \$48,000. The total number of cylinders requiring rebuild was more than estimated in the original informal request for proposals. This resulted in the need for an amendment that will bring the total contract price above the small contract limit of \$48,700. A new RFP will be issued for hydraulic and pneumatic cylinder rebuilds for 2017.

Impact

Amending this contract will allow for the uninterrupted operation of the WTE with the timely rebuilding of cylinders.

Action

Recommend approval of this amendment.

Funding

Funding for this amendment is available in the 2016 operations budget for the WTE.



City of Spokane

CONTRACT AMENDMENT

Title: REBUILD OF HYDRAULIC &
PNEUMATIC CYLINDERS WITH
OEM PARTS ONLY,

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KNIGHT CONSTRUCTION & SUPPLY, INC.**, whose address is 28308 North Cedar Road, Deer Park, Washington 99006, as ("Contractor").

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide for the City REBUILD OF HYDRAULIC & PNEUMATIC CYLINDERS WITH OEM PARTS ONLY; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated February 15, 2016, and March 1, 2016, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2016.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

ADDITIONAL WORK HAS BEEN REQUESTED.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$20,400.00)**, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

KNIGHT CONSTRUCTION & SUPPLY, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

16-155



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/6/2016
Clerk's File #	OPR 2015-0306
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2012115/2014056
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 17288
Agenda Item Name	0370 - NORTHWEST PLANT HEALTH CARE CONTRACT AMENDMENT		

Agenda Wording

Additional funding needed for tree removal and pruning contract with Northwest Plant Health Care for work on High Drive and Lincoln Street/Monroe Street.

Summary (Background)

Engineering Services has one tree removal and pruning contract with Northwest Plant Health Care for both the High Drive and Lincoln Street/Monroe Street projects. The High Drive portion of the work is complete, whereas the Lincoln Street/Monroe Street portion has continued into this year where additional tree pruning and removal is necessary. The cost of the additional work pushes the total cost of the tree work for both projects over the limit for which Council approval is needed.

Fiscal Impact		Budget Account	
Expense	\$ 19,158.37	#	3200-95059-95300-56501-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PW 10/10/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	CODDINGTON, BRIAN	dbuller@spokanecity.org	
Additional Approvals		jahensley@spokanecity.org	
Purchasing		kschmitt@spokanecity.org	
		jlargent@spokanecity.org	
		mhughes@spokanecity.org	



City of Spokane
CONTRACT ADDENDUM NO. 5
MONROE/LINCOLN COUPLET / HIGH
DRIVE PHASE II
Project Number: 2012115 & 2014056

This Contract Addendum is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NORTHWEST PLANT HEALTH CARE, INC.**, whose address is P.O. Box 1978, Post Falls, Idaho 83877 as ("**Consultant**").

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide for the City VEGETATIVE MAINTENANCE ON THE MONROE STREET TO LINCOLN STREET PROJECT #2012115, AND THE HIGH DRIVE PHASE II PROJECT #2014056; and*

WHEREAS, additional work has been requested, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 9, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Addendum shall become effective on January 1, 2017 and extended through April 30, 2017.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

Raise all trees to 14-feet in the triangle area between the eastbound on-ramp and Lincoln Street and two parking lots south and west, and the strip of trees between highway and alley between 3rd Avenue and 4th Avenue and between Lincoln Street and Monroe Street; remove three dead fir trees and grind resulting stumps leaving the grindings on the strip of trees between highway and alley between 3rd Avenue and 4th Avenue and between Lincoln Street and Monroe Street.

4. COMPENSATION.

The City shall pay an additional amount not to exceed SIX THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS AND NO/100 (\$6,345.00) PLUS TAX for everything furnished and done under this Contract Addendum. This is the maximum amount to be paid under this Addendum, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Addendum document.

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

NORTHWEST PLANT HEALTH CARE, INC.

By _____
Signature Date

Type or Print Name

Title

E-Mail Address

Attest: _____

City Clerk

CITY OF SPOKANE

By _____
Signature Date

David Condon

Type or Print Name

Mayor

Title

Approved as to form: _____

Assistant City Attorney

Attachments that are part of this Agreement:

Additional Scope of Work document

16-rrr



City of Spokane
CONTRACT ADDENDUM NO. 6
MONROE/LINCOLN COUPLET / HIGH
DRIVE PHASE II
Project Number: 2012115 & 2014056

This Contract Addendum is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NORTHWEST PLANT HEALTH CARE, INC.**, whose address is P.O. Box 1978, Post Falls, Idaho 83877 as ("**Consultant**").

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide for the City VEGETATIVE MAINTENANCE ON THE MONROE STREET TO LINCOLN STREET PROJECT #2012115, AND THE HIGH DRIVE PHASE II PROJECT #2014056; and*

WHEREAS, additional work has been requested, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 9, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Addendum shall become effective on January 1, 2017 and extended through April 30, 2017.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

Pruning and removals as described in the contract.

4. COMPENSATION.

The City shall pay an additional amount not to exceed TWELVE THOUSAND TWO HUNDRED SIXTY-ONE AND 36/100 (\$12,261.36) for everything furnished and done under this Contract Addendum. This is the maximum amount to be paid under this Addendum, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Addendum document.

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

NORTHWEST PLANT HEALTH CARE, INC.

By _____
Signature Date

Type or Print Name

Title

E-Mail Address

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

David Condon

Type or Print Name

Mayor

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Invoice dated September 27, 2016

16-rrr

BRIEFING PAPER
Public Works Committee
Engineering Services
October 10, 2016

Subject:

Project No. 2012115/2014056 - Northwest Plant Health Care Contract Amendment

Background:

Engineering Services has a tree removal and pruning contract with Northwest Plant Health Care for tree work on High Drive and Lincoln Street/Monroe Street (8th Avenue to 2nd Avenue) – a single contract for both projects. The High Drive portion of the work was completed in 2015 and the Lincoln Street/Monroe Street portion of the work continued into this year where additional tree pruning and removal was necessary. The cost of this additional tree work will push the total cost of the tree work for both projects over the limit above which council approval is required.

The estimated total cost of tree work for both projects is \$68,586.43 including tax. To date, \$47,767.00 plus \$4,155.73 tax has been expended.

Public Impact:

None

Action:

Staff requests approval to issue an addendum for \$19,158.37 bringing the total value of the work to \$68,586.43 including tax.

Funding

Funds expended by this contract will be paid with local funds.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/10/2016
Clerk's File #	OPR 2016-0822
Renews #	
Cross Ref #	OPR 1998-1037
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	ANDY SCHENK 625-7738
Contact E-Mail	ASCHENK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	11001 - STREETS - SRTMC INTERLOCAL AGREEMENT

Agenda Wording

New Interlocal Agreement for the Spokane Regional Transportation Management Center (SRTMC) regarding the creation, operations and management of the center.

Summary (Background)

In October of 1988 the City entered into the original Interlocal Agreement with the Washington State Department of Transportation, Spokane County, Spokane Transit Authority and Spokane Regional Transportation Council to create a Spokane transportation operations center known as SRTMC. SRTMC is located at the Intermodal Center. This new Interlocal Agreement will replace the existing Interlocal Agreement and the two existing amendments.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PW 10/10/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	CODDINGTON, BRIAN	aschenk@spokanecity.org	
<u>Additional Approvals</u>		mserbousek@spokanecity.org	
<u>Purchasing</u>		cbrazington@spokanecity.org	
		kschmitt@spokanecity.org	
		jlargent@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Street Department
October 10, 2016

Subject

New Interlocal Agreement for the Spokane Regional Transportation Management Center (SRTMC) regarding the creation, operations and management of the center.

Background

This new Interlocal Agreement will replace the existing Interlocal Agreement and the two (2) existing amendments.

October of 1998 the City of Spokane entered into the original Interlocal Agreement with the Washington State Department of Transportation (WSDOT), Spokane County, Spokane Transit Authority (STA), and Spokane Regional Transportation Council (SRTC) to create a Spokane transportation operations center; know now as SRTMC. SRTMC is located at the intermodal center.

Amendment No. 1 was passed in the spring of 2015 placing a clause that the original Interlocal Agreement would end on December 31, 2015 unless otherwise agreed to by the joint venture agencies. This Amendment also officially added the City of Spokane Valley.

Amendment No. 2 extends the joint venture until December 31, 2017. During this two year period a new Interlocal Agreement must be written and agreed upon by the joint venture agencies.

Impact

The primary function of the SRTMC is to respond to incidents that may impact the traveling public. This is achieved by monitoring the regional transportation network and disseminating information to the both the public and member agencies. The results are more efficient transportation operations and system maintenance resulting in less delay, and increased safety for the traveling public.

Action

Recommend approval.

Funding

There are no additional funding requirements for this Interlocal Agreement.

INTERLOCAL AGREEMENT REGARDING THE CREATION, OPERATIONS AND MANAGEMENT OF THE SPOKANE REGIONAL TRANSPORTATION MANAGEMENT CENTER

WSDOT NO. GCB 2457

This Interlocal Agreement (Agreement) is made and entered into among the Washington State Department of Transportation (WSDOT); Spokane County, Washington; the City of Spokane, Washington (COS); the Spokane Transit Authority (STA); the City of Spokane Valley, Washington (COSV); and the Spokane Regional Transportation Council (SRTC), collectively referred to as the Members and individually referred to as a Member, for the purposes of formalizing the creation, operations and management of the Spokane Regional Transportation Management Center (SRTMC).

RECITALS

- A. Pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate with one another to perform functions that each may individually perform.
- B. The SRTC is the federally designated Metropolitan Planning Organization and the State designated Regional Transportation Planning Organization for Spokane County that plays a critical role in the regional transportation planning process.
- C. The Members, other than the SRTC, operate transportation facilities in the Spokane region that are necessarily interwoven and interdependent. The interest of the traveling public will best be served by coordinating the Members' transportation systems as a whole.
- D. The Members have been operating and maintaining the Spokane Regional Transportation Management Center (SRTMC) pursuant to WSDOT contract number GCA 1450, dated October 1, 1998, as amended by Amendment No. 1, with an effective date of April 30, 2015, and Amendment No. 2, with an effective date of December 22, 2015 (collectively referred to as GCA 1450).
- E. The SRTMC is a regional transportation management system that provides traveler information and traffic management services on the Spokane regional transportation system to allow a seamless multi-modal commute across the jurisdictional boundaries of the participating Members.
- F. The SRTMC also allows the Members to individually or collectively pursue federal and state funding for the regional transportation system, including but not limited to the funding of the SRTMC itself.
- G. The Members desire to continue to operate and maintain the SRTMC under this Agreement, which will replace and supersede GCA 1450.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

Section 1: Purpose; SRTMC Regional Area

1.1 Purpose. The purpose of this Agreement is to create and establish the framework to manage and operate the SRTMC to:

1.1.1 Continue the coordinated system management of transportation facilities of Spokane County, COS, COSV, WSDOT and STA;

1.1.2 Establish a transportation management center for the Spokane County area that complies with applicable federal and state transportation legislation;

1.1.3 Facilitate the storage and distribution of regional traffic data amongst the Members; and

1.1.4 Facilitate the solicitation of funding for the SRTMC.

1.2 SRTMC Regional Area

1.2.1 The regional area covered by this Agreement shall consist of all incorporated and unincorporated areas of Spokane County, Washington and may include contiguous areas across the county or state of Washington (State) boundaries, as deemed appropriate by the Operating Board, and which meet the criteria of State and/or federal transportation legislation (Regional Area).

1.2.2 WSDOT may further utilize the SRTMC for traffic operations management through the entire WSDOT Eastern Region and may coordinate with other transportation management centers that may have operational areas extending outside the Regional Area. This work shall be funded solely by WSDOT and not through use of Member funds or grants associated with the SRTMC.

Section 2: Term, Termination, Withdrawal

2.1 Term. The duration of this Agreement shall be indefinite, subject to termination as provided elsewhere herein.

2.2 Termination. This Agreement may be terminated in whole or in part by written agreement executed by the then existing Members. If the Agreement is so terminated, the Members shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

2.3 Member Withdrawal. Any Member may withdraw from this Agreement by giving written notice to the Operating Board Chair prior to August 1st of any year. The withdrawal shall be effective January 1st of the subsequent year. If a Member so withdraws, the withdrawing

Member shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of withdrawal.

Section 3: Organization

3.1 Voluntary Association. The Members intend with this Agreement to create a voluntary association known as SRTMC amongst themselves that will be governed by a joint board comprised of professional representatives from each Member.

3.2 SRTMC Operating Board.

3.2.1 The Members hereby create the SRTMC Operating Board (Operating Board) that will govern the operations of the SRTMC as provided herein.

3.2.2 It is the intent of the Members in creating the Operating Board to meet the prerequisites of federal transportation legislation requiring the development of an integrated congestion management system to manage existing traffic congestion and help to prevent new congestion from occurring. As such, the Operating Board shall direct the functions of the transportation management center for the Regional Area, including but not limited to, those functions set forth in applicable federal transportation legislation.

3.2.3 Each Member shall appoint a professional representative to the Operating Board who holds a position within its organization that has authority to make decisions related to transportation operations for their respective agency/jurisdiction.

3.2.4 Alternate Operating Board representatives may serve in the absence of the designated representative so long as the alternate representative has similar authority to act on behalf of the appointing Member's parent agency.

3.2.5 The Operating Board shall adopt rules regarding the election of officers that shall include, at a minimum, a chair and vice-chair.

3.2.6 The SRTC board member shall serve in an ex officio, non-voting Member capacity. All other Members shall be voting Members.

3.3 SRTMC Executive Board.

3.3.1 The Members hereby create the SRTMC Executive Board (Executive Board) that will govern the Operating Board of the SRTMC as provided herein.

3.3.2 It is the intent of the Members in creating the Executive Board to provide oversight of the Operating Board and their duties and provide approvals of the annual budget and work plan.

3.3.3 Each Member shall appoint a representative to the Executive Board who holds a position within its organization that has signing authority to approve decisions on behalf of each Member agency.

3.3.4 Alternate Executive Board representatives may serve in the absence of the designated representative so long as the alternate representative has similar signing authority to act on behalf of the appointing Member agency.-

3.4 Limitations. The Operating Board is not authorized, in any way, to supersede the legal authority vested in the SRTC, Spokane County, COS, COSV, WSDOT, STA, or any future entity that becomes a Member to this Agreement.

3.5 Adding new members to the Operating Board.

The Operating Board with concurrence from the Executive Board may add Members to SRTMC by at least a 75% vote. Upon receiving at least a 75% vote, the new Members shall enter into this Agreement.

Section 4: Operating Board Powers and Functions

The functions, responsibilities, and powers of Operating Board shall be as follows:

4.1 Meetings

4.1.1 The Operating Board shall hold regular meetings. The chair of the Operating Board may call special meetings or executive sessions or shall call a special meeting at the request of a majority of the Operating Board.

4.1.2 The Operating Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe, among other matters, the place of meetings, the methods of providing reasonable notice to Members thereof, and what constitutes a quorum for the purpose of transacting business. Such rules shall be adopted and may be amended by ratification of at least 75% of the then total number of voting Members of the Operating Board or by amendment to this Agreement as provided elsewhere herein.

4.1.3 All meetings of the Operating Board shall be open to the public as required by chapter 42.30 RCW.

4.2 The Operating Board shall direct the functions of the transportation management center for the Regional Area that are required to comply with applicable federal and state transportation legislation.

4.3 The Operating Board shall oversee the preparation and updating of the regional intelligent transportation plans, including but not limited to, the Regional Transportation Incident Management Program, and the Regional Intelligent Transportation System Architecture Plan.

4.4 The Operating Board shall administer approved regional transportation projects and programs that facilitate operations of the SRTMC.

4.5 The Operating Board shall direct such other transportation systems management related function as the Operating Board may hereinafter determine to be in the best interest of the SRTMC.

4.6 Funding

4.6.1 The Operating Board may utilize funding from federal and state governmental grants-in-aid and donations in accordance with the terms and conditions of such funding and to the extent such funds further the regional transportation management systems.

4.6.2 The Operating Board shall consider and approve, as appropriate, applications for or acceptance of any grants to carry out those functions of the SRTMC.

4.6.3 The SRTMC shall be funded by Grants except for those operations which occur outside the Regional Area. These operations shall be funded wholly by WSDOT. In the event grants are not available or obtained, Members shall have a choice of determining a funding solution at that time or opting out of the Agreement.

4.6.4 Each voting Member will pay dues in the sum of up to \$15,000 per year. The dues for voting Members may be modified by at least a 75% vote of the Executive Board.

4.7 Work Plan and Annual Budget

4.7.1 The Operating Board, in conjunction with the SRTMC Manager, will develop detailed work and financial plans/budget with measurable milestones for the operation and maintenance of the SRTMC.

4.7.2 The Operating Board shall recommend approval of the work plan and budget for approval by the Executive Board by November 1 of the preceding year.

4.7.3 The Operating Board may amend the SRTMC work program and financial plans/budget by a majority vote, provided such an amendment is approved by the Executive Board and is within the funding authorized for use of the SRTMC.

4.8 The Operating Board shall authorize payment of costs incurred by a Member for authorized SRTMC activities.

4.9 The Operating Board may contract for legal counsel for the SRTMC and the Operating Board, as needed.

Section 5: Executive Board Powers and Functions

The functions, responsibilities, and powers of the Executive Board shall be as follows:

5.1 The Executive Board shall hold regular meetings. The chair of the Operating Board may call special meetings or executive sessions or shall call a special meeting at the request of a majority of the Executive Board.

5.2 All meetings of the Executive Board shall be open to the public as required by chapter 42.30 RCW.

5.3 The Executive Board shall oversee the functions of the Operating Board.

5.4 The Executive Board shall approve any Member dues that the Operating Board recommends.

5.5 The Executive Board will evaluate the performance of the Operating Board and the SRTMC Manager against the work plan, budget and measurable milestones.

Section 6: SRTMC Staffing and Operations

6.1 Staff necessary to perform the SRTMC work, as identified in the approved work plans and as consistent with this Agreement, shall be Member employees as designated by the respective Member. Member employees assigned to the SRTMC staff shall be hired and discharged by their respective Member. In addition, insurance will be provided for employees by their respective Member.

6.2 The SRTMC manager shall serve under the general guidance of the Operating Board and shall be responsible for conducting activities necessary to carry out the work program as approved by the Operating Board.

6.3 The Operating Board shall have input to the SRTMC Manager's evaluation. If the Operating Board is not satisfied with the performance of the SRTMC Manager, they may direct a letter of concern to the Member that employs the SRTMC Manager. That Member shall have 90 days to resolve the Operating Board's concerns. If after 90 days the concerns are not resolved, the concerns shall be raised to the SRTMC Executive Board for resolution. The performance issue shall be included in the SRTMC Manager's evaluation, but the 90 day resolution period will not delay evaluation closeout.

6.4 SRTMC staff performing work within the Regional Area shall be funded in accordance with the budget adopted by the SRTMC. SRTMC staff that also performs work duties for WSDOT outside the Regional Area shall be funded solely by WSDOT.

6.5 WSDOT is hereby authorized to make expenditures in accordance with the approved SRTMC budget and work plan as approved by the SRTMC Operating Board. WSDOT shall maintain records of expenditures, and shall report regularly to the Operating Board on budget activity.

Section 7: Treatment of Assets

7.1 Title to all property furnished by a Member shall remain with that Member, unless otherwise agreed to in writing.

7.2 All property that Members have installed in the field shall remain the property of that Member.

7.3 In the event the Members determine to disband SRTMC, all property that has been installed at the SRTMC may be transferred to the entity that continues to operate the SRTMC for the region. If no entity continues to operate the SRTMC for the region, all property that has been installed at the SRTMC shall be divided equally amongst the Members that have paid for equipment installation.

Section 8: Maintenance of Records

8.1 The Members to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by each Member in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of each Member, other personnel duly authorized by each Member, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for six years after expiration of Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Members shall have full access and the right to examine any of these materials during this period.

8.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Agreement, whichever is later.

8.3 Records and other documents, in any medium, furnished by one Member to this Agreement to another Member, will remain the property of the furnishing Member, unless otherwise agreed. The receiving Member shall not disclose or make available any confidential information to any third party without first giving notice to the furnishing Member and giving it a reasonable opportunity to respond. Each Member shall utilize reasonable security procedures and protections to assure that records and documents provided by the other Member are not erroneously disclosed to third parties. However, the Members acknowledge that the Members are subject to chapter 42.56 RCW, the Public Records Act.

Section 9: Legal Relations

9.1 Individually, each Member shall protect, defend, indemnify, and save harmless each other Member, its officers, officials, employees, and agents from any and all costs, claims, judgment, and/or awards of damages resulting from the negligent acts or omissions of its

officers, officials, employees, and agents acting within the scope of their employment and arising out of or in connection with the performance of this Agreement.

9.2 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Member, their officers, officials, employees, and agents, an individual Member's liability hereunder shall be only to the extent of that Member's negligence.

9.3 It is further specifically and expressly understood that the indemnification provided herein constitutes a Member's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification provision. This limited waiver has been mutually negotiated by the Members. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10: General

10.1 Recitals, Exhibits and Attachments. The recitals of this Agreement are hereby incorporated into this Agreement. All exhibits, attachments, and documents referenced in this Agreement are hereby incorporated into this Agreement.

10.2 Independent Capacity. The employees or agents of each Member who are engaged in the performance of this Agreement shall continue to be employees or agents of the Member and shall not be considered for any purpose to be employees or agents of the other Member.

10.3 Assignment. Neither this Agreement, nor any rights created by it, may be assigned or transferred.

10.4 Assurances. The Members agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

10.5 Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

10.6 Amendments. This Agreement may be amended by the mutual written agreement of the Members executed by personnel authorized to bind each of the Members.

10.7 Waiver. A failure by any Member to exercise its rights under this Agreement shall not preclude that Member from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the Member and attached to the original Agreement.

10.8 All Writings Contained Herein. This Agreement contains all the terms and conditions agreed upon by the Members. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Members.

10.9 Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Venue of any action brought under this Agreement shall be in Superior Court for Spokane County.

10.10 Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

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

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

Section 11: Contract Execution

11.1 Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

11.2 Counterparts. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Member, for all purposes.

Section 12: RCW 39.34 Required Clauses

12.1 Purpose: See Section 1.1 of this Agreement.

12.2 Duration: See Section 2.1 of this Agreement.

12.3 Separate Legal Entity: See Sections 3.1 and 10.2 of this Agreement.

12.4 Responsibilities of the Parties: See Sections 3 – 6 of this Agreement.

12.5 Agreement to be Filed: The Members shall each file this Agreement with their respective clerks and/or place it on its web site or another electronically retrievable public source, provided this Agreement shall be immediately effective upon the filing and publication

by any one Member and the failure of any Member to comply with this requirement shall not invalidate this Agreement.

12.6 Financing: Each Member shall be responsible for the financing of its contractual obligations under its normal budgetary process, and in accordance with Sections 4.6 and 4.7 of this Agreement.

12.7 Termination: See Section 2.2 of this Agreement.

12.8 Disposal of Property Upon Termination: See Section 7.3 of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date last signed below. This Agreement may be executed in counterparts.

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION	APPROVED AS TO FORM
By: _____ Michael R. Gribner, P.E. Acting Regional Administrator, Eastern Region	By: _____ Patricia Nightingale Assistant Attorney General
SPOKANE COUNTY, BOARD OF COUNTY COMMISSIONERS	ADOPTED this ____ day of _____, 2016
_____ Shelly O'Quinn, Chair	ATTEST:
_____ Al French, Vice-Chair	By: _____ Clerk of the Board
_____ Nancy McLaughlin, Commissioner	Date: _____
CITY OF SPOKANE	ATTEST:
By: _____	By: _____
Date: _____	City Clerk Date: _____
	APPROVED AS TO FORM
	_____ Office of the City Attorney
CITY OF SPOKANE VALLEY	ATTEST:
By: _____	By: _____
Date: _____	City Clerk Date: _____
	APPROVED AS TO FORM
	_____ Office of the City Attorney

SPOKANE TRANSIT AUTHORITY	ATTEST:
By: _____	By: _____
Date: _____	Clerk of the Authority Date: _____
	APPROVED AS TO FORM _____ STA Legal Counsel
SPOKANE REGIONAL TRANSPORTATION COUNCIL	ATTEST:
By: _____	By: _____
Date: _____	Date: _____
	APPROVED AS TO FORM _____ SRTC Legal Counsel



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/10/2016
Clerk's File #	OPR 2016-0823
Renews #	OPR 2013-0820

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	RFP#3975-13
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	4320 CLEAN METALS ANALYSIS OF WASTEWATER SAMPLES		

Agenda Wording

Contract renewal with Eurofins Frontier Global Sciences, Inc. (Bothell, WA) for the Wastewater Treatment Facility for analytical services of Clean Metals at a cost of \$27,760.00 including taxes.

Summary (Background)

As part of the NPDES discharge permit issued in 2011, The Riverside Park Water Reclamation Facility (RPWRF) is required by the Department of Ecology to monitor wastewater influent and effluent for specific metals. The metals to be tested are: aluminum, antimony, arsenic, beryllium, calcium, cadmium, chromium, copper, lead, magnesium, mercury, molybdenum, nickel, selenium, silver, thallium, and zinc. Because of the very low limits set by the permit for some of these metals, special clean sampling and analytical techniques must be followed in order to reduce the risk of a permit violation due to contaminated sampling and testing equipment.

Fiscal Impact		Budget Account	
Expense	\$ 27,760.00	#	4320-43260-35148-54950
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	CONKLIN, CHUCK	<u>Other</u>	Public Works 10/10/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	Tax & Licenses	
<u>Additional Approvals</u>		hbarnhart@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	jdonovan@spokanecity.org	
		mcannon@spokanecity.org	
		PatrickGarcia-Strickland@eurofinsUs.com	
		cwahl@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This is the first of two contract renewal opportunities. Eurofins Frontier Global Sciences, Inc. will provide analytical services at the same price as the first three years of the original contract at a one year cost of \$27,760.00, to expire November 30, 2017.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
<u>Distribution List</u>		
		kbrooks@spokanecity.org

BRIEFING PAPER
Public Works Committee
Riverside Park Water Reclamation Facility
October 10th, 2016

Subject

Contract renewal with Eurofins Frontier Global Sciences, Inc. (Bothell, WA) for the Wastewater Treatment Facility for analytical services at a cost of \$27,760.00 including taxes.

Background

As part of the NPDES discharge permit issued in 2011, The Riverside Park Water Reclamation Facility (RPWRF) is required by the Department of Ecology to monitor wastewater influent and effluent for specific metals. The metals to be tested are: aluminum, antimony, arsenic, beryllium, calcium, cadmium, chromium, copper, lead, magnesium, mercury, molybdenum, nickel, selenium, silver, thallium, and zinc. Because of the very low limits set by the permit for some of these metals, special clean sampling and analytical techniques must be followed in order to reduce the risk of a permit violation due to contaminated sampling and testing equipment.

This is the first of two contract renewal opportunities.

Eurofins Frontier Global Sciences, Inc. will provide analytical services at the same price as the first three years of the original contract at a one year cost of \$27,760.00, to expire November 30, 2017.

Impact

By approving this contract, the City will be able to comply with its NPDES permit requirements. The estimated cost is \$27,760.00 including taxes.

Action

Recommend approval.

Funding

These funds will come from the Wastewater Management budget.



City Clerk's No. _____

City of Spokane
CONTRACT EXTENSION #1 of 2
WITH COST

Title: **CLEAN METALS ANALYSIS OF
WASTEWATER SAMPLES**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **EUROFINS FRONTIER GLOBAL SCIENCES, INC.**, whose address is 11720 Northcreek Parkway North, Suite 400, Bothell, Washington 98011 as ("**Consultant**").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City CLEAN METALS ANALYSIS OF WASTEWATER SAMPLES, in accordance with the Consultant's proposal dated October 25, 2013; and

WHEREAS, the original Contract allows up to two (2) additional one (1) year contract periods; and

WHEREAS, the parties would like to extend the Contract and the period for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 17, 2013 and December 30, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on December 1, 2016.

3. EXTENSION.


The contract documents are hereby extended and shall run through November 30, 2017.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY SEVEN THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$27,760.00)** for everything furnished and done under this Contract Extension.

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

CONSULTANT

By  9/21/16
Signature Date
Patrick Garcia-Strickland
Type or Print Name
Laboratory Director
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:


Assistant City Attorney

Attachments that are part of this Contract Extension:

Pricing confirmation from email dated September 14, 2016.

1100.72

Barnhart, Heather

From: Patrick Garcia-Strickland <PatrickGarcia-Strickland@eurofinsUS.com>
Sent: Wednesday, September 14, 2016 9:45 AM
To: Donovan, Jeffery; Amy Goodall
Subject: RE: Contract Extension for Clean Metals Testing

Hi Jeff,

Yes we would that would be great, let us know if you need anything else from us.

Thanks,

Patrick Garcia-Strickland
Laboratory Director

Eurofins Frontier Global Sciences, Inc.
11720 Northcreek Pkwy N, Suite 400
98011 BOTHELL WA
USA
Phone: +1 425 686 3584
Mobile: +1 206 351 9522
Fax: +1 425 686 3096

Email: PatrickGarcia-Strickland@eurofinsus.com
Website: www.eurofinsus.com



From: Donovan, Jeffery [<mailto:jdonoan@spokanecity.org>]
Sent: Wednesday, September 14, 2016 9:32 AM
To: Amy Goodall; Patrick Garcia-Strickland
Subject: Contract Extension for Clean Metals Testing

Hi Patrick and Amy,

The attached contract we've been under for the last 3 years expires on November 30, 2016 (see attached). I was curious if Eurofins would be interested in extending the contract for another year at current pricing?

If you could let me know at your earliest convenience I'd appreciate it. The contracting process tends to take quite a bit of time on our end.

Let me know if you have any questions. Thanks,

Jeff

Jeff Donovan
Chemist
City of Spokane
Riverside Park Water Reclamation Facility Laboratory
(509) 625-4638
jdonoan@spokanecity.org



Agenda Sheet for City Council Meeting of: 10/24/2016

Date Rec'd	10/10/2016
Clerk's File #	OPR 2016-0824
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR17311
Agenda Item Name	4320 TURBLEX BRAND AERATION BASIN BLOWERS FOR WASTEWATER		

Agenda Wording

Contract with Siemens Demag Delaval Turbomachinery, Inc. (Hamilton, New Jersey) for maintenance of the Turblex brand aeration basin blowers that supply fine bubble aeration for critical biological treatment at the Wastewater Treatment Facility.

Summary (Background)

Siemens Demag Delaval Turbomachinery, Inc. will provide the City of Spokane with scheduled, authorized service of the Turblex brand aeration blowers at the Wastewater Treatment Facility. The aeration basins are where biological treatment takes place. The aeration blowers are integral to the performance of the treatment plant and, ultimately, meeting the requirements of the City's NPDES permit.

Fiscal Impact		Budget Account	
Expense	\$ 129,738.00	#	4320-43230-35145-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	
Division Director	CONKLIN, CHUCK	Other	Public Works 10/10/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	kbustos@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	Tax & Licenses	
Additional Approvals		hbarnhart@spokanecity.org	
Purchasing		janderson@spokanecity.org	
		kbrooks@spokanecity.org	
		tim.ritter@siemens.com	
		cwahl@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

john.pfefferkorn@siemens.com

BRIEFING PAPER
Public Works Committee
Riverside Park Water Reclamation Facility
October 10th, 2016

Subject

Contract with Siemens Demag Delaval Turbomachinery, Inc. (Hamilton, New Jersey) for maintenance of the Turblex brand aeration basin blowers that supply fine bubble aeration for critical biological treatment at the Wastewater Treatment Facility.

Background

Siemens Demag Delaval Turbomachinery, Inc. will provide the City of Spokane with scheduled, authorized service of the Turblex brand aeration blowers at the Wastewater Treatment Facility. The aeration basins are where biological treatment takes place. The aeration blowers are integral to the performance of the treatment plant and, ultimately, meeting the requirements of the City's NPDES permit.

Impact

The estimated cost is \$129,738.00, including taxes.

Action

Recommend approval.

Funding

These funds will come from the Wastewater Management budget.

City Clerk's No. _____

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SIEMENS DEMAG DELAVAL TURBOMACHINERY, INC., whose address is 840 Nottingham Way, Hamilton, New Jersey 08638, as "Contractor," each a "Party" and collectively, the "Parties."

WITNESSETH:

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and cost necessary for the proper execution and completion for the PURCHASE AND INSTALLATION OF SERVICE AND REPLACEMENT PART FOR THE TURBLEX AB BLOWERS at the Riverside Park Water Reclamation Facility, in accordance with the Contractor's quote.
2. CONTRACT DOCUMENTS. This Contract and the Contractor's quote constitute the Contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington, and are incorporated into this Contract by reference as if they were set forth at length.
3. TIME OF PERFORMANCE. The Contractor shall commence work after the date of notice to proceed, and once commenced all work must be completed in accordance with this Contract by March 1, 2017.
4. TERMINATION. The City may, without cause, terminate this Contract at any time. In the event of such termination, the Contractor shall be entitled to receive payment for work performed and costs incurred and/or allocated in anticipation of performance up to the date of termination.
5. COMPENSATION. The City shall pay the Contractor a maximum base amount (the "Contract Price") of ONE HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$129,738.00), as full compensation for everything furnished and done under this Contract, unless modified in writing by agreement of the Parties.
6. TAXES. The Contract Price excludes charges for taxes, excises, fees, duties or other government charges related to the Services. Retail sales tax where applicable shall be added to the amounts due and once paid by the City, the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law and shall provide a valid exemption

certificate or permit documenting such exemption.

7. PAYMENT. The Contractor will send its application for payment to the Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the Owner, in accord with RCW 60.28, as a trust fund for the protection of materialmen and laborers.

8. INDEMNIFICATION.

- A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.
- B. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties to the extent caused by the negligent acts or omissions of Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to third party property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. No part of the City's Site or property of the City (or Site Owner) is considered third party property. The City shall provide Contractor with prompt written notice of any third party claims covered by this Article. Contractor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the City's behalf. The City shall not make any admission(s) which might be prejudicial to Contractor and shall not enter into a settlement without the express permission of Contractor.
- C. Contractor's indemnification shall specifically include all claims for loss or liability because of wrongful payment under Uniform Commercial Code, Section 9-318, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this Contract or work performed or materials furnished directly or indirectly because of this Contract.

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

10. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000 each accident and in the aggregate;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of \$1,000,000 each occurrence and in the aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Umbrella insurance coverage, with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the General Liability Insurance, Automobile Liability Insurance and Employer's Liability Insurance;
- C. Reserved.
- D. Automobile Liability Insurance with a combined single limit of \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- E. The coverages set forth in B and D above shall include the City as additional insured and a Certificate of Insurance (COI) shall be provided to the City at the time this Contract is returned listing the City as Additional Insured, to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Contractor or its subcontractors.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the thirty (30) day cancellation clause, and 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY.

A. Contractor warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Article 11(A)

within twelve (12) months from completion of the Services ("Warranty Period"), and City promptly reports such non-conformance to Contractor during the above mentioned Warranty Period, Contractor shall at its own expense re-perform the relevant Services or, in Contractor's sole discretion, refund City the pro rata portion of the fees paid to Contractor under this Agreement allocable to the nonconforming Services (the "Warranty").

B. Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Contractor or its authorized representatives; (ii) City handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Services; (iv) City discontinuing use of the Equipment after it has, or should have had knowledge of any defect in the Equipment; (v) City providing Contractor with reasonable access to operating and maintenance data as requested by Contractor, (which may include secure broadband connection). Without expense to Contractor, City shall provide to Contractor and Contractor's subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Contractor to perform the Services.; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) City not being in default of any payment obligation. City shall provide, without cost to Contractor, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Contractor to perform its warranty obligations.

C. Exclusions from Warranty Coverage. The Warranties do not apply to any Third Party Parts or Equipment or to services not performed by Contractor pursuant to this Agreement. Contractor will have no liability to City under any legal theory for such Third Party Parts, Equipment, services or any related assignment of warranties. For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials or structures was not part of the Contractor initial scope of work under the Agreement, Contractor shall not be responsible or liable for in and out costs.

D. Warranty Notice. City must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

E. Remedies. City's sole and exclusive remedies for breach of the Warranties are limited, at Contractor's discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Contractor agrees otherwise in writing, City will be responsible

for any costs associated with: (i) transportation to and from the Contractor factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the City with Article 11(B) or from their deteriorated condition.

F. THE WARRANTIES IN THIS ARTICLE 11 ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 28 BELOW. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. 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 including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

17. ASSIGNMENTS. Except to an affiliate of Contractor, neither Party may assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the other Party, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

18. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the

power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference. The price for the work is based on compliance by Contractor with applicable laws, regulations and technical codes and standards as they are in effect on the date of the Contractor proposal, or as may subsequently be amended.

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

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

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor 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.

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

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

25. FORCE MAJEURE.

A. Contractor will not be liable for failure to perform or delay in performance of any obligation resulting from any cause beyond the reasonable control of Contractor or its subcontractors or from any act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority or the City; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; fire, inclement weather conditions, earthquake, flood or

natural disaster; strike, work stoppage or other labor difficulty; embargo, epidemic or quarantine; railroad car, fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for Contractor's personnel or its subcontractors' personnel, necessary import or export licenses, or materials from usual sources.

B. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay.

26. INTELLECTUAL PROPERTY INFRINGEMENT.

A. Contractor will, at its own expense, defend or at its option settle any suit or proceeding brought against the City so far as based on an allegation that any Services on the City's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as Contractor is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Contractor will pay the damages and costs awarded in any suit or proceeding so defended. Contractor will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on the City's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by the City is enjoined, Contractor will, at its option and its own expense either: (a) procure for the City the right to continue using said Equipment or the City's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. Contractor will have no duty or obligation to the City under this Article to the extent that the Services on the City's Material or Equipment is (a) supplied according to the City's design or instructions wherein compliance therewith has caused Contractor to deviate from its normal course of performance, (b) modified by the City or its contractors after delivery by Contractor, or (c) combined by the City or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against the City. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Contractor, the City shall protect Contractor in the same manner and to the same extent that Contractor has agreed to protect the City under the provisions of paragraph A of this section above.

C. THIS SECTION IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

27. CONFIDENTIAL INFORMATION.

A. Contractor may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. The City will keep in confidence and will not disclose any such information, or any of Contractor's intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by Contractor and which meets Washington statutory requirements for being designated a trade secret, or use any such information for other than the purpose for which it is supplied without the prior written permission of Contractor. The provisions of this Paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to the City without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of the City, or which is received from a third party, including the City's subsidiaries or affiliates, without limitation or restriction on said third party or the City at the time of disclosure.

B. Contractor also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by Contractor in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to Contractor for destruction by Contractor. Contractor may (in addition to any other legal or equitable rights and remedies) stop the work until Contractor has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Contractor determines necessary and (b) the City will reimburse Contractor for Contractor' and its subcontractors' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

C. Without limiting its obligations pursuant to paragraph A above in this section, the City agrees not to reverse engineer, modify, improve, or make derivative works of Contractor's confidential information or intellectual property. The City further agrees not to seek any intellectual property rights directly or indirectly based in whole or part on Contractor's confidential information or intellectual property without Contractor's prior written consent. The City further agrees that if it obtains any such intellectual property rights, it has acted or will act as an agent for the benefit of Contractor for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from Contractor assign the same to Contractor.

D. Notwithstanding anything else to the contrary, herein contained, when required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), the City may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, the City will: (a) provide Contractor with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose.

28. LIMITATION OF LIABILITY.

A. THE CITY EXPRESSLY AGREES THAT NEITHER CONTRACTOR NOR ITS SUBCONTRACTORS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF THE CITY'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF DATA; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OF CUSTOMERS OF THE CITY.

B. ALL LIABILITY OF CONTRACTOR AND ITS SUBCONTRACTORS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE APPLICABLE STATUTE OF LIMITATIONS.

C. THE PROVISIONS OF THIS SECTION SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

29. TRANSFER; OWNERSHIP AND EXPORT COMPLIANCE.

A. Prior to the transfer to another party of any Equipment, the City's Material, work product furnished hereunder by Contractor or its subcontractors, or the transfer of any interest in said Equipment, the City's Material or work product, or the facility in which or the site on which said Equipment, the City's Material or work product is or will be installed or furnished, the City shall obtain for Contractor written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded Contractor and its subcontractors under the Agreement.

B. If the City is not the sole owner of the Equipment, the City's Material, work product furnished hereunder by Contractor or its subcontractors, or the facility in which or the site on which the Equipment, the City's Material or work product is or will be installed or furnished, the City represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of Contractor and its subcontractors with respect to each and every such other owner at least equivalent to that afforded Contractor and its subcontractors under the Agreement.

C. The City agrees that in the event it transfers any equipment, it shall only transfer the interest that it owns in the equipment and will do so pursuant to the terms of this Agreement.

D. The City acknowledges that Contractor is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment and/or Services provided under the Agreement, including any export license requirements. The City agrees that such Equipment and/or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such

applicable export laws and regulations. It shall be a condition of the continuing performance by Contractor of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. THE CITY AGREES TO INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS."

30. CHANGES.

A. The City may request changes within the scope of the Agreement and, if accepted by Contractor, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

B. Expenses incurred by Contractor due to (i) delays, other than delays which are deemed to be within the reasonable control of Contractor, and (ii) changes in applicable laws, regulations and technical codes and standards or the imposition of new laws, regulations and/or technical codes and standards after the applicable date set forth in article 19 will be treated as changes to the scope of work and the Agreement will be adjusted as set forth in the previous Paragraph.

C. Contractor may make a change(s) in the Equipment, Services on the City's Material or the other Services without additional compensation from the City if such change(s) does not adversely affect the warranties, the interface with the City's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or the City's Material is installed or for which Contractor is providing Services under the Agreement, or the schedule.

31. WAIVER. Failure or delay on the part of either party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver of any current or future default. Further, a waiver of one provision of this Agreement is not a waiver of all or future provisions of this Agreement.

32. RISK OF LOSS AND SCHEDULE. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to City's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Contractor is to provide Services under the Agreement) shall remain with City at all times during the performance of the Services hereunder. If City procures or has procured property damage insurance applicable to occurrences at the Site, City shall obtain a waiver by the insurers of all subrogation rights against Contractor.

Any performance or completion dates are estimated dates only. Contractor is not liable for any loss or expense incurred by City or City's customers if Contractor fails to meet any such dates.

Dated on _____

CITY OF SPOKANE

By: _____

Title: _____

Approved as to form: _____

Attest: _____

City Clerk

Assistant City Attorney

Dated on _____

SIEMENS DEMAG DELAVAL
TURBOMACHINERY, INC.

Email Address: john.pfefferkorn@
Siemens.com

By: John Pfefferkorn
Title: CFO

Attachments that are a part of this Contract:

Payment Bond
Performance Bond

PAYMENT BOND

We, SIEMENS DEMAG DELAVAL TURBOMACHINERY, INC., as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$129,738.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the PURCHASE AND INSTALLATION OF SERVICE AND REPLACEMENT PART FOR THE TURBLEX AB BLOWERS at the Riverside Park Water Reclamation Facility, in accordance. If the principal shall:

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

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

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

SIEMENS DEMAG DELAVAL
TURBOMACHINERY, INC. AS PRINCIPAL

By: _____

Title: _____

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

AS SURETY

By: _____

Its Attorney in Fact

STATE OF NEW JERSEY)
) ss.
County of BURLINGTON)

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

DATED on 9/15/2016.

Sandra Gail Rue
Signature of Notary

My appointment expires 6/11/2017

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, SIEMENS DEMAG DELAVAL TURBOMACHINERY, INC., as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$129,738.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the PURCHASE AND INSTALLATION OF SERVICE AND REPLACEMENT PART FOR THE TURBLEX AB BLOWERS at the Riverside Park Water Reclamation Facility, in accordance. If the principal shall:

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

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

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

SIEMENS DEMAG DELAVAL
TURBOMACHINERY, INC., AS PRINCIPAL

By: _____

Title: _____

AS SURETY

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

By: _____

Its Attorney in Fact

STATE OF NEW JERSEY)
) ss.
County of BURLINGTON)

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

DATED on 9/15/2016

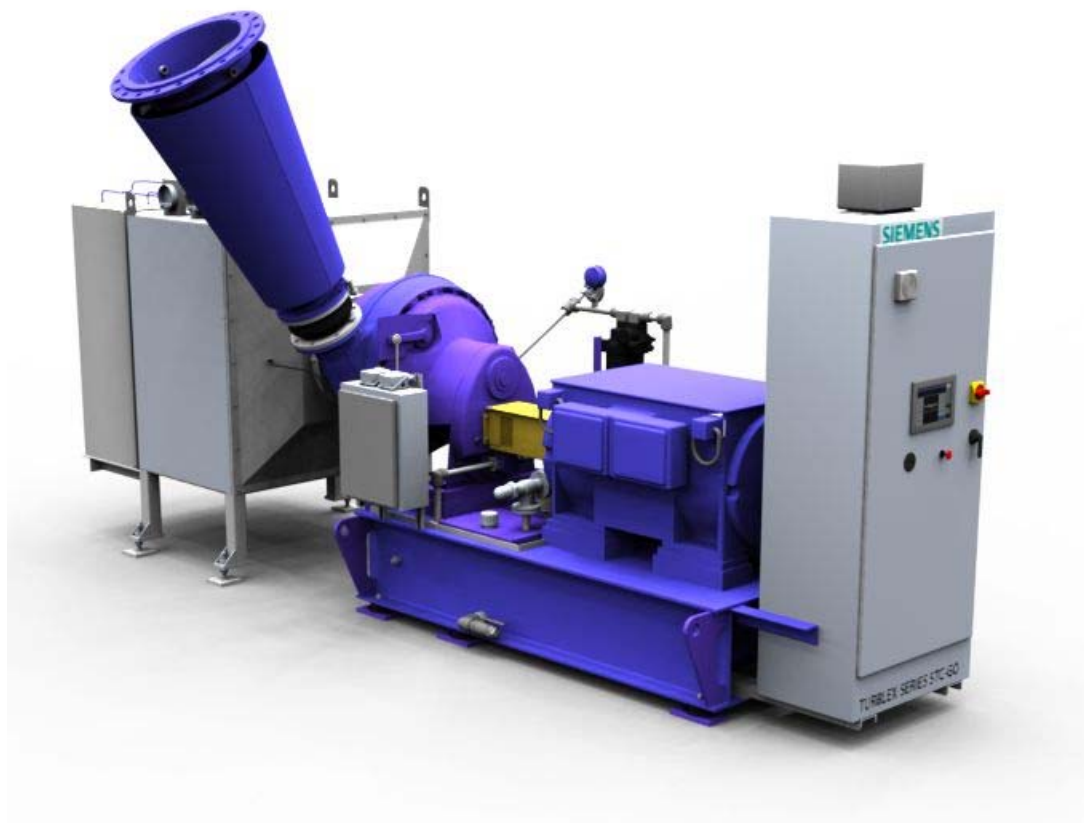
Samuel Gail Rine
Signature of Notary

My appointment expires 6/11/2017

Approved as to form:

Assistant City Attorney

Proposal Package w/ Attachments



WASTEWATER AERATION COMPRESSORS

SIEMENS



Field Service Estimate

Customer: Riverside Park WRF
Contact: Justin Anderson
Email: janderson@spokanecity.org
Phone: 509-625-4652

Siemens Proposal Number: 20005319 Rev1
Site Name: CITY OF SPOKANE AWWTP
Site #: 121
Location: Spokane, Washington
Model: STC-GO (KA22-SV-GL225)
Serial Number(s): 4424, 4425, 4426, 4427
Description or Scope: Class II

Labor				
Total Number of Days Onsite (7 days / compressor)				28
Quantity of Persons				1
Mobilization (1 trip)				\$5,000
Weekday Labor (\$1312/ 8-hr work day)				\$36,736
Airfare				\$1,380
Per Diem (38 days on site including weekends, 1 travel home day)				\$12,480
Equipment/Parts				\$62,613
Required Equipment/Parts for Class II service for 4 compressors include:				
Quantity	Part #	Description	Price, Each	Total Price
4	GL225T0001	SHIM SET	\$517	\$2,068
4	GL315T004	SHIM SET	\$267	\$1,068
4	GL315T035	SHIM SET	\$448	\$1,792
4	9332260869	SEALING RING	\$92	\$368
4	9332253500	O-RING	\$633	\$2,532
4	89027262	O-RING	\$6	\$24
8	89027296	O-RING	\$3	\$24
4	89412415	O-RING	\$7	\$28
4	N17V3185	O-RING	\$39	\$156
2	PMS1200A	Cleaning Kit	\$450	\$900
1	GL225T005	Thrust/Journal Bearing, Motor End	\$3,587	\$3,587
1	GL225T006	Thrust/Journal Bearing, Compressor End	\$4,182	\$4,182
1	GL315T055	Journal Bearing, Motor End	\$7,333	\$7,333
1	GL315T009	Journal Bearing, Compressor End	\$10,745	\$10,745
1	GL315T049	Thrust Bearing	\$4,422	\$4,422
1	GL315T006	Counter Bearing	\$3,996	\$3,996
1	GL225T004	Sealing Ring for R101	\$3,588	\$3,588
1	9332230640	Sealing Ring	\$3,586	\$3,586
1	9332230573	Sealing Sleeve (Labyrinth)	\$3,250	\$3,250
1	N17A35507	Gasket	\$18	\$18
1	GL225T001	Sealing Ring, Inner (Labyrinth)	\$8,946	\$8,946
Equipment Alignment Charge				\$795
Toolbox Freight				\$350
Estimated Total for 4 units				\$119,354
Estimated State Tax @ 6.5%				\$7,758
Estimated City Tax @2.2%				\$2,626
TOTAL:				\$129,738

Notes:

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

This proposal assumes that the site will provide at least one qualified helper to assist the Siemens technician.

This pricing also assumes that proper certified lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform Class II. Does not include craft labor and tools to support the work.

This proposal includes the typical replacement components for the service. Any significant wear or abnormalities identified requiring extra labor and/or parts shall be billed per Siemens' standard Service Rate Schedule. Siemens will provide an estimate of additional time and materials as required.

Attachments: Field Service Rate Sheet, Siemens Selling Policy, Suggested Preventative Maintenance Schedule, Pre-Service Checklist & Mandatory Lifting Device Reporting.

Time and Material pricing per	Siemens FS Ratesheets for 2015 Services for USA (onshore)
Currency	USD
Terms of Payment	Net 30 Days
Terms of Delivery	DAP Spokane, Washington, USA
Terms and Conditions	Siemens Selling Policy 1200 dated November 1, 2012
Forward Purchase Orders to	Siemens Demag Delaval Turbomachinery, Inc. 840 Nottingham Way Hamilton, NJ 08638 USA Phone: (609) 890-5000 / Fax: (609) 587-7790
Service Sales	Curtis Rogers curtis.rogers@siemens.com
Prepared By	Timothy Ritter tim.ritter@siemens.com
Validity period	02/04/2016 - 03/05/2016

Siemens Demag Delaval Turbomachinery, Inc.

Best Regards,



Tim Ritter
Customer Service Representative
Siemens Demag Delaval Turbomachinery, Inc.
Tel: 417.864.5599 x149
Fax: 609-587-7790

E-Mail: tim.ritter@siemens.com



Field Service Rate Sheet

Services for USA (onshore)

All Siemens Industrial Steam and Gas Turbines, Compressors and Pumps

Daily Labor Rates

Personnel Category	daily rate Mon - Fri based on 8 hour work days	daily rate Saturday based on 8 hour work day	daily rate Sunday or local holiday based on 8 hour work day	hourly rate in excess of 8 hours worked Mon - Sat	hourly rate in excess of 8 hours worked Sunday or local holiday
Specialist Services	\$ 1,976 USD	\$ 2,964 USD	\$ 3,952 USD	\$ 371 USD	\$ 494 USD
Technical Field Advisor (TFA)	\$ 1,588 USD	\$ 2,382 USD	\$ 3,176 USD	\$ 298 USD	\$ 397 USD
Field Service Technician	\$ 1,312 USD	\$ 1,968 USD	\$ 2,624 USD	\$ 246 USD	\$ 328 USD

Mobilization / Demobilization Fees (based on one way travel time) :

Up to 4 hours*	Up to 8 hours*	Up to 12 hours USA / Canada *	Up to 12 hours International *	Up to 24 hours*	Up to 36 hours*
\$ 1,750	\$ 3,500	\$ 5,000	\$ 5,750	\$ 10,900	\$ 14,500

*Excludes airfare. Airfare is billed at cost plus 15% administration fee.

Daily Per Diem Charge: \$320 from arriving at location or cost plus 15% administration fee.

The above rates are in US Dollars and include expenses as referenced in the attached Charging Appendix.

Validity: From January 1, 2015 to December 31, 2015

Contacts: For Parts, Repairs and Service Support, please contact your local Siemens Power Systems Sales Person, Local District Service Manager, or 609-890-5000.

Siemens After-hours Emergency Cell Phone: 609-890-5555



"ZERO" harm to people and the environment is the ultimate goal in our business.

Siemens Demag Delaval
Turbomachinery Inc.
840 Nottingham Way
Hamilton, NJ 08638

All rights reserved.
Subject to change
without prior notice.

Trademarks mentioned
in this document are the
property of Siemens
AG, its affiliates, or their
respective owners.

Doc Code:
TNT/ON/USD/2015/v0

Answers for energy.

SIEMENS

Charging Appendix - Field & Engineering Services

For Service on All Siemens Acquired Steam Turbines, Gas Turbines, Compressors and Pumps
in U.S.A. and Internationally, except Canada

Effective January 1, 2015 Subject to change without notice

I. Selling Policy

All prices contained herein are subject to the terms and conditions of the Siemens Demag Delaval Turbomachinery, Inc. ("Siemens") Selling Policy 1200 for the Sale of Equipment and Services ("Selling Policy") in effect on the date an order is received, unless other terms are agreed to in writing by the parties. Capitalized terms used in this document shall have the definition set forth herein or, if no such definition is specified in this document, then they shall be as defined in the Selling Policy.

II. Price Policy

All rates and prices are subject to change without notice. Unless otherwise agreed, Siemens rates are expressed on the Field Service Rates Sheet as daily rates per category of Siemens personnel ("Daily Labor Rates"), plus Mobilization/Demobilization Fees and Per Diem Charges. Unless contracted otherwise, rates and prices for ongoing contracts will be those in effect at the time the work is performed. All rates shall be valid only for the period of validity set forth on the attached price list. Airfare and additional costs are billed as set forth herein. No personnel will be dispatched until a Purchase Order, or written authorization acknowledging acceptance of terms, pricing and agreement to pay is received.

III. Services Definitions

A. Specialist Services

Specialist Services are the following: (i) an engineer, project manager, or technical field advisor (TFA) directing Siemens personnel or advising Customer personnel to Siemens procedures and process specifications; (ii) TFA providing planning, scheduling, material management support or working directly with Customer's labor supervisor; (iii) diagnostic and operational trouble-shooting and commissioning of rotating equipment (conducted onsite or by telecommunication); (iv) diagnostic electrical testing, evaluation and set-up activities on control systems, voltage regulator systems, any on-line diagnostics or Level III NDE and balancing; (v) engineers located at Siemens home facilities, including District Offices and the Technical Support Center, providing technical studies and information relating to the design and operating parameters of rotating equipment. A job specific readiness fee will apply to all orders for Specialist Services that are not firm priced. This fee will cover pre-job efforts and will be quoted separately.

B. Technical Field Advisor (TFA)

TFA services are a TFA rendering advice and making recommendations based on Siemens procedures and drawings during disassembly, inspection, and replacement of parts, routine repair and reassembly of existing and installation of new Siemens supplied rotating equipment to Customer's employees.

C. Field Service Technician

Field Service Technician services are the performance of the disassembly, inspection, and replacement of parts, routine repair and reassembly of rotating equipment, or the complete removal and re-installation of the entire unit.

IV. Rates Payable

Except for small gas turbine services performed internationally, a Standard Day for on-shore work is defined as 8 hours working time. A Standard Day for off-shore work is defined as 12 hours working time. For small gas turbine services performed internationally outside of USA or Canada, a Standard Day is defined as 12 hours working time.

Minimum billing is the Daily Labor Rate. The applicable Daily Labor Rate applies to all time worked or traveled (excluding Mobilization/Demobilization travel time), with an allowance for lunch time. Overtime rates apply for time worked in excess of a Standard Day. This is an hourly charge, based upon actual additional time worked in excess of a Standard Day. Two overtime rates apply; one for time worked in excess of a Standard Day Monday through Saturday and one for time worked in excess of a Standard Day on a Sunday or local holiday.

The Daily Labor Rates include the supply and use of basic PPE (Personal Protective Equipment) and the use of standard small hand tools, as required by Field Service Technicians.

Siemens may offer a priority service, when the relevant Siemens personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable Daily Labor Rate will be charged where Siemens personnel are requested to be mobilized within 24 hours of the request being received. This charge is to cover for the disruption to job schedules and the re-allocation of manpower to accommodate the priority call. If Siemens is unable to meet the 24 hour mobilization request, there will be no additional charge.

V. Payment Terms for Supply of Personnel

Payment shall be as follows: Where the duration of the services is less than one month, payment will be 100% of the price of the balance of the services upon completion of the services. Where the duration of the services is greater than one month then the balance of the services shall be invoiced on a monthly basis until completion of the services. Payment shall be received within 30 days of the date of the invoice.

VI. Traveling and Other Expenses

A. Travel and Expenses: The Daily Labor Rates exclude the following costs, which shall be for Customer's account and will be charged separately:

- a) Mobilization/Demobilization Fees shall be charged at a graded fixed fee dependent on the required travel time from base location to the Site. Mobilization/Demobilization fees include preparation time, visa costs and all travel time and expenses (excluding: (i) airfare; (ii) Per Diem Charge as defined in Section VI(A)(b)). The transport from the point of embarkation to an offshore location and back will be provided by the Customer free of charge.
- b) Per Diem Charge: Accommodation, meals, local transportation and allowances, where not provided by the Customer will be charged on a lump sum daily basis. By agreement, the Customer may be charged actual cost of the accommodation, meals, local transportation and allowances plus a 15% fee for handling and administration costs.
- c) The Per Diem Charge will be assessed for each calendar day an individual is assigned to a project including non-working weekend days for jobs extending over the week-end(s).
- d) Where the Customer provides accommodation and food, it is to be to a standard which is acceptable to Siemens. In the event that this is, in Siemens' opinion, unsuitable, Siemens reserves the right to find an alternative which will be charged for as above.
- e) In the event that unusual expenses are required in traveling from the place of accommodation to the Site, Siemens reserves the right to charge the Customer for such expenses at cost plus 15% for handling and administration expenses.
- f) Siemens reserves the right to charge business class flights.
- g) All separately invoiced items over and above the Daily Labor Rate, Per Diem Charge, Mobilization/Demobilization Fees and/or airfare will be charged at cost plus 15% fee for handling and administration costs.

B. Departure Delay and Cancellation

- a) Departure delay – Standby in Home Base
If the fixed date for the personnel delegation is delayed due to reason by the Customer, Siemens is prepared to keep the nominated personnel on stand-by up to 7 calendar days. In this case Siemens shall charge a delay fee of the full applicable Daily Labor Rate per calendar day of delay.
- b) Departure Delay – At Point of Embarkation
Should departure of personnel be delayed at the point of embarkation for any reason beyond Siemens control, the applicable Daily Labor Rate will be charged per day of delay. Accommodation and meals where provided by Sie-

Charging Appendix - Field & Engineering Services

For Service on All Siemens Acquired Steam Turbines, Gas Turbines, Compressors and Pumps
in U.S.A. and Internationally, except Canada

Effective January 1, 2015 Subject to change without notice

mens will also be charged according to the published rates.

c) Cancellation

Where Siemens is notified by the Customer of a cancellation less than 7 days prior to planned mobilization, a cancellation fee of one single day at 100% of the applicable Daily Labor Rate will be charged.

Should any job be cancelled or postponed by the Customer after the representative has been dispatched, all costs incurred for time and expenses will be charged in accordance with the terms of this Field Service Rate Sheet and Charging Appendix.

C. Home Leave

a) For USA/Canadian service personnel, when a project is expected to exceed 5 continuous weeks of duration, following every 3 weeks of continuous attendance at an onshore site, including any days spent traveling, the Customer will allow each member of Siemens personnel an extended weekend home leave journey at the Customer's expense. For International personnel, home leave is permitted every 2 months for 10 days at the Customer's expense.

b) If continuous attendance of Siemens personnel is requested and Siemens agrees to delegate substitute personnel, the applicable Mobilization/Demobilization Fee shall be paid by Customer..

c) Following every fourteen days of continuous attendance off-shore, Siemens reserves the right to charge the Customer a further mobilization fee for each member of Siemens personnel.

d) Days spent traveling with respect to home leave shall be charged at the applicable Daily Labor Rate. Should any member of Siemens personnel cancel a home leave journey, the Customer shall be charged for the airfare and/or other travel costs incurred by Siemens.

D. Tools

a) Charges for equipment, tools, measuring instruments and special assembly tools supplied with Siemens field service personnel for use by Siemens or its subcontractors ("Tools") will be quoted by your local Siemens representative. Costs of transportation of Tools (including all applicable transportation charges, insurance, customs/duties, etc.) will also be charged at cost plus 15% fee for handling and administration costs. The rental time applies from the day of dispatch from base to return receipt.

b) Siemens will catalogue the Tools required to be returned to base. If for any event the catalogued Tools are not returned within 30 days after leaving site, Siemens will charge the Customer the current replacement cost.

c) Prices quoted will include normal replenishment and re-calibration. Ex-

cessive loss or damaged Tools beyond the control of Siemens will be charged to the Customer.

E. Shift Work

Shift work is defined as those circumstances where, in a given day, more than one service crew is engaged to perform the service activity. In such instances Siemens reserves the right to charge a shift premium in addition to the applicable Daily Labor Rates.

F. Technical Consultation

a) During on-site service work it might be necessary to involve specialists from Siemens headquarters for particularly complicated technical questions such as certain analysis, calculations or similar tasks. For such technical consultation, Siemens will invoice this charge on an hourly basis according to the Specialist Services rates as defined in the published rates sheet.

b) Where technical consultation is required to be provided at Site, charges will be in accordance with the published rate sheets for Specialist Services. Before such work is commenced, a separate agreement has to be established, unless it is already agreed upon in the order.

VII. Working Conditions and Special Costs

Costs for factory security officers, medical services, industrial safety and supporting activities at the Customer site will be for the account of the Customer. Where additional security is required to comply with Siemens travel regulations (based on Siemens Corporate Security Office), this will be charged at cost plus 15% fee for handling and administration costs.

In case of accident or illness, the Customer undertakes to provide immediate medical assistance and if necessary, to transfer any injured or sick person to a hospital preferably conforming to North American standards. Should repatriation become necessary as a result of serious illness or death, the Customer shall attend to all formalities and pay all the costs incurred thereby. Should replacement personnel be required, the costs for same shall be borne by the Customer.

The Customer shall make available free of charge to Siemens personnel: office space, telephone, high speed internet connection and telex/fax (communication with home office shall be free of charge) and all such other facilities as are available to Customer's own personnel.

Any social amenities available at the job site or introduced there during the progress of site work, as well as any special benefits granted, shall be made available to Siemens personnel in the same manner and extent as accorded to any other foreign personnel at the job site.

In the interests of avoiding language difficulties, the Customer shall, for own account, make available the services of interpreters where work is being performed.

If an incident occurs whereby the Siemens personnel are unable to safely continue working at Site and which, in agreement with the Customer, results in their repatriation to home base the cost for both the repatriation and subsequent return to Site of the personnel or their replacements shall be borne by the Customer.

VIII. Additional Notes

a) In the event Siemens uses outside or subsidiary personnel to perform services that would normally be performed by Siemens personnel, Siemens will invoice Customer for such personnel at the hourly rates published herein.

b) Non-Siemens parts or materials supplied during the work will be charged at cost plus 25%.



Siemens Demag Delaval Turbomachinery, Inc.
A Siemens Company
840 Nottingham Way
Trenton, New Jersey, U.S.A. 08638

Selling Policy 1200

(For Sales in the U.S.A.
Excluding the States of Louisiana and Mississippi)

November 1, 2012
Supersedes Selling Policy 1200 dated May 1, 2005

**These Terms and Conditions Govern
the Sale of Equipment and Services**

The terms and conditions set forth in the Siemens Demag Delaval Turbomachinery, Inc. proposal and in this Selling Policy 1200 are the terms and conditions governing the Siemens proposal and any Agreement between the parties for the Equipment and/or Services covered by such proposal. Each proposal is valid for sixty (60) days from the date of the proposal unless extended or withdrawn in writing by Siemens. The issuance of a Purchaser purchase order or any other reasonable manner of acceptance by Purchaser communicated to Siemens during such validity period will form an Agreement based upon the terms and conditions of the Siemens proposal and this Selling Policy 1200.

1. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- A. "ACM" as used herein shall mean Asbestos and Presumed Asbestos Containing Materials.
- B. "Agreement" means the Siemens proposal, this Selling Policy 1200, Purchaser's purchase order, as accepted by Siemens, (excluding any pre-printed terms and conditions on said purchase order and in any attachments to or Purchaser documents referenced in said purchase order) or other document evidencing acceptance of the Siemens offer as set forth in the Siemens proposal; or an integrated agreement signed by Siemens and Purchaser; for the Equipment, and/or Services.
- C. "Asbestos" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- D. "Equipment" means equipment, components, parts, materials and Software provided by Siemens pursuant to the Agreement.
- E. "Field Installation Services" means the installation by Siemens of Purchaser's Material at the Site.
- F. "Field Repair and Modernization Services" means the repair, modification or modernization work, or some or all of them, performed by Siemens on Purchaser's Material at the Site and for certain activities at a repair facility selected by Siemens.
- G. "Hazardous Material" means any material listed in the "Hazardous Material Table" set forth in 49 CFR 172.101 as amended.
- H. "Maintenance Services" means the disassembly, inspection and reassembly of Purchaser's Material at the Site.
- I. "Nuclear Incident" shall have the meaning set forth in the Atomic Energy Act of 1954, 42 U.S.C. 2011, et seq., as amended.
- J. "Party" means individually either Siemens or Purchaser.
- K. "Parties" means collectively both Siemens and Purchaser.
- L. "Presumed Asbestos Containing Material" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- M. "Purchaser" means the entity purchasing Equipment and/or Services, as well as any other owners of the facility where the Equipment or Purchaser's Material is or will be situated.
- N. "Purchaser's Material" means the equipment, materials, components and items of any kind owned by Purchaser or any other owner of the Site for which Services are to be provided or are provided under the Agreement.
- O. "Services" means Shop Repair and Modernization Services, Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and Technical Services; or some or all of them provided by Siemens pursuant to the Agreement.
- P. "Services on Third Party Parts" means Services in connection with Third Party Parts.
- Q. "Shop Repair and Modernization Services" means work performed by Siemens on Purchaser's Material at a Siemens manufacturing plant, a Siemens repair facility or another suitable facility selected by Siemens.
- R. "Siemens" means Siemens Demag Delaval Turbomachinery, Inc. and its affiliated companies and their subsidiaries, successors and assigns, and each of their respective partners, principals, shareholders, directors, officers, employees, and agents.
- S. "Site" means the Purchaser's facility where the Equipment or Purchaser's Material is or will be situated.
- T. "Special Services" means the performance by a Siemens field service representative of diagnostic and operational troubleshooting on Purchaser's Material, both on line and off line. This work may be conducted on Site or by telecommunication.

CONFIDENTIAL

U. "Software" means instructions in machine readable form, other than source code, and associated documentation delivered by Siemens to Purchaser in chip, disk and/or tape format.

V. "Subsupplier" means any subcontractor or supplier of any tier who supplies goods and services to Siemens in connection with the obligations of Siemens under the Agreement.

W. "Technical Field Assistance" means the advice and consultation given to Purchaser's personnel by a field service representative of Siemens with respect to:

- (1) installation, inspection, repair and/or maintenance activities performed by others at the Site, and
- (2) any Siemens recommended quality assurance procedures for activities performed at the Site.

Technical Field Assistance does not include management, supervision or regulation of Purchaser's personnel, agents or contractors.

X. "Technical Services" means (i) Technical Field Assistance; (ii) Special Services; (iii) inspection of equipment which has been disassembled by Purchaser or others; (iv) technical evaluation of inspections performed by Siemens, Purchaser or others; (v) technical information provided by Siemens, including data interpretation and reports; (vi) inspections, technical evaluation of inspections, technical analysis of materials and technical recommendations related to Shop Repair and Modernization Services; (vii) advice and consultation given to Purchaser's personnel at the Site or at a Siemens facility by a Siemens engineer or technician; and/or (viii) advice and guidance given to Purchaser by Siemens field engineer(s) regarding methods and procedures for installation, maintenance and/or calibration of the Equipment or Purchaser's Material.

Y. "Third Party Parts" means parts, components, equipment or materials provided by Purchaser under the Agreement or that exist in the Purchaser's Material which were not manufactured or supplied by Siemens or the predecessors of Siemens or which were originally supplied by Siemens or the predecessors of Siemens and subsequently repaired, serviced or otherwise modified or altered by any party not affiliated with Siemens or with a predecessor of Siemens.

2. Scope

Siemens will furnish to Purchaser Equipment, and/or Services as specified in and pursuant to the Agreement.

3. Price Policy

For an Agreement for Equipment supply only, unless otherwise stated in the Siemens proposal, the price does not include disassembly and reassembly of Equipment at the Site.

Prices are firm for (i) Equipment with a scheduled shipment date of sixty (60) weeks or less from Siemens' acceptance of the Purchase Order and (ii) Services which are scheduled to be performed within sixty (60) weeks from Siemens' acceptance of the Purchase Order.

For (i) Equipment with a scheduled shipment date in excess of sixty (60) weeks and (ii) Services scheduled to be completed beyond sixty (60) weeks from Siemens' acceptance of the Purchase Order, the prices are subject to adjustment upward or downward for changes in the specified labor and material indexes in accordance with the provisions of the applicable Siemens Price Adjustment Policy.

4. Terms of Payment

A. Unless otherwise specified, Siemens shall issue invoices in accordance with the schedule set forth in the Siemens proposal. If an invoice schedule is not set forth in the Siemens proposal, Siemens shall issue invoices as the work is completed, but no more often than monthly. In any event, all invoices shall be paid within thirty (30) days after the date of the invoice.

B. In any instance where Purchaser is unable to return components to Siemens for fitting or for coordination with other assemblies by the specific date agreed to in the Agreement or where a portion of the work is to be performed by Siemens at a later date, Siemens reserves the right to invoice Purchaser for work performed to date and either ship the components to Purchaser in their existing state or hold the components in storage at Purchaser's risk and expense. That portion of the work which is to be performed by Siemens at a later date will be performed as a Purchaser requested change under Article 18, Changes.

C. If shipments are delayed by Purchaser, affected payments shall become due based on the date Siemens is prepared to make shipment.

D. Any past due amounts shall, without prejudice to the right of Siemens to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by JPMorgan Chase Bank, New York, New York, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%), payable each month or portion thereof that payment is delayed. If payments are not made when due Siemens may, upon fifteen (15) days written notice and at its option, (i) terminate this Agreement (which termination shall be treated as a termination pursuant to Article 11, Termination) or (ii) suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payments deficiency by Purchaser. The schedule for the resumed work will be established by Siemens based on its then current work load and the availability of other resources. All Siemens expenses associated with any such suspension shall be for the account of Purchaser.

E. If there exists a good faith dispute over the amounts to be paid, Purchaser shall notify Siemens in writing that such dispute exists and Purchaser shall pay the undisputed amount. The disputed portion may be held in abeyance until resolution of the dispute with that portion, together with the interest charge specified in Paragraph D above, due thirty (30) days after said resolution.

F. Unless otherwise set forth in the Siemens proposal, if shipment (from the manufacturing plant or repair facility where the work is performed) and/or Delivery of an item of the Equipment or completion of a portion of the Services is delayed for causes which are within the reasonable control of Siemens, issuance of the invoice covering the final five percent (5%) payment for the delayed work will be deferred for twice the number of months by which shipment/Delivery of such item of the Equipment or completion of such portion such Services is delayed; provided, however, that such deferral of the final invoice shall only be applicable if the delay in shipment and/or Delivery of the Equipment or the delay in completion of the Services has actually delayed the Purchaser's project for which the Equipment and/or Services were purchased.

G. THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SIEMENS PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SIEMENS ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY. Deferral of the issuance of the final five percent (5%) invoice as set forth above and/or provision of the remedy set

CONFIDENTIAL

forth in the Siemens proposal shall constitute complete fulfillment of all liabilities of Siemens to Purchaser for delay in shipment/Delivery of Equipment or completion of Services whether based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

5. Delivery, Title and Risk of Loss or Damage

A. Unless otherwise stated in the Siemens proposal, delivery of each component of Equipment shall be made Ex Works (Incoterms 2010) at the manufacturing plant ("Delivery"). Subject to the provisions of Paragraph B below, legal and equitable title and risk of loss or damage to each such component of the Equipment shall pass from Siemens to Purchaser upon Delivery.

B. Title to and right of possession of any Software licensed hereunder, without legal process, shall remain with Siemens or its licensor, except that Purchaser shall have the right of possession and use of the Software provided hereunder for the terms of the corresponding license provided herein, so long as no breach of this Agreement has been made by Purchaser and all payments due Siemens have been paid. Nothing in this Agreement shall be construed as giving Purchaser any right to sell, assign, lease or in any other manner transfer or encumber Siemens' or its licensor's ownership of the Software, or as limiting Siemens or its licensor from using and licensing the Software to any third party.

C. Purchaser's Material sent to Siemens for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be delivered by Purchaser at its expense to the repair or manufacturing plant designated by Siemens where the work is to be performed. Title to such Equipment or Purchaser's Material will remain at all times with Purchaser. Risk of loss or damage to such Equipment or Purchaser's Material will transfer to Siemens upon its arrival on board the carrier at the repair or manufacturing plant and will transfer back to Purchaser upon its delivery to the carrier at the repair or manufacturing plant for return to Purchaser. Delivery of Purchaser's Material shall be made when the item is placed on board carrier at the repair or manufacturing plant. When repair work is performed by Siemens at the Site, title and risk of loss or damage to the Equipment, to Purchaser's Material and to other property shall remain at all times with Purchaser. Title to any defective or nonconforming components of the Equipment that are replaced by Siemens, as part of its warranty obligations shall, at Siemens' option, revert back to Siemens upon completion of the replacement, with a deemed value of zero.

D. Risk of loss of or damage to Purchaser's Material or other property located at the Site shall remain with Purchaser at all times during the performance of work hereunder. If Purchaser procures or has procured property damage insurance applicable to occurrences at the Site, Purchaser shall obtain a waiver by the insurers of all subrogation rights against Siemens and its Subsuppliers.

6. Transportation

A. Transportation and Storage: When items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, Siemens will notify Purchaser to arrange for shipment. If Siemens has agreed in the Siemens proposal to transport Equipment, when items of Equipment are ready for shipment or Shop Repair and Modernization Services is completed on Purchaser's Material, Siemens will (i) in the absence of shipping instructions, inform Purchaser of pending shipment and Purchaser will thereafter promptly give shipping instructions to Siemens; (ii) determine the method of transportation and the routing of the shipment and (iii) ship the Equipment or Purchaser's Material freight prepaid and included in the price by Normal Carriage:

- (1) to Purchaser's designated destination when shipped by highway transport, or
- (2) to the nearest suitable rail siding to Purchaser's designated destination when shipped by rail transport.

In the event that Purchaser fails to provide Siemens with timely shipping instructions, Siemens will ship the Equipment or Purchaser's Material by Normal Carriage to Purchaser or to a suitable storage location selected by Siemens.

If the Equipment and/or Purchaser's Material is to be placed into storage in accordance with the above, delivery of the Equipment or Purchaser's Material shall be deemed to have occurred for all purposes under the Agreement, including any payment due upon delivery, at the time the Equipment or Purchaser's Material is placed on board the carrier for shipment to the storage location. If the Equipment and/or Purchaser's Material is to be stored in the facility where manufactured, or where Shop Repair and Modernization Services are performed, delivery shall be deemed to have occurred when the Equipment and/or Purchaser's Material is placed into the storage location at such facility.

In the event of storage pursuant to the preceding Paragraph, all expenses thereby incurred by Siemens, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, taxes and insurance, shall be payable by Purchaser upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of any additional amounts due hereunder, Purchaser shall arrange, at its expense, for removing the Equipment and/or Purchaser's Material from storage.

B. Normal Carriage: When Siemens is providing the transportation of the Equipment and/or Purchaser's Material, Siemens shall make every reasonable effort to ship by highway transport unless rail transport is required. Normal Carriage means carriage either by highway transport (provided this does not necessitate use of specialized riggers trailers) or by rail transport, on normal routing from the repair facility or manufacturing plant to (i) Purchaser's designated destination when shipped by highway transport or (ii) the nearest accessible suitable rail siding to Purchaser's designated destination when shipped by rail transport or (iii) the port of export selected by Siemens in the forty-eight (48) continental United States if Purchaser's designated destination is outside the United States or is in Alaska or Hawaii.

C. Special Transportation and Services: Purchaser agrees to pay or to reimburse Siemens for any transportation charges in excess of regular charges for Normal Carriage, including, but not limited to, excess charges for special routing, special trains, specialized riggers trailers, lighterage, barging and air transport.

Purchaser also agrees to pay or to reimburse Siemens for any cost incurred or charge resulting from special services performed in connection with the transportation of the Equipment or Purchaser's Material, including, but not limited to, the construction and repair of transportation and handling facilities, bridges and roadways, of whatever kind and wherever located.

7. Warranty

A. Equipment Warranty and Exclusive Remedy (excluding Software): Siemens warrants that each component of the Equipment (excluding Software and consumables) furnished to Purchaser will be free of defects in workmanship and materials until the earlier of eighteen (18) months after the Delivery of such component of the Equipment or one (1) year from the date of first use of such component of the Equipment (the "Equipment Warranty Period").

CONFIDENTIAL

If during the Equipment Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Equipment or any component thereof fails to conform to the Equipment Warranty, Siemens will at its option and expense correct such nonconformity by repair or replacement.

B. **Software Warranty and Exclusive Remedy:** If Equipment includes Software, Siemens also warrants that the Software will be free of errors which materially affect its utility until the earlier of eighteen (18) months after the Delivery of such Software or one (1) year from the date of first use of the Software (the "Software Warranty Period").

If during the Software Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Software fails to conform to its warranty, Siemens will at its option and expense correct the nonconformity by correction in the medium originally supplied or by providing a procedure to Purchaser for correction of the nonconformity. Third party Software shall be warranted on a pass through basis in the same manner and for the same period and extent provided to Siemens by the entity which supplied said third party software.

C. **Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty and Exclusive Remedy:** Siemens warrants that the work performed by Siemens on Purchaser's Material, including any materials (excluding consumables) supplied by Siemens in connection therewith (hereinafter in this Paragraph C referred to as the "Work"), will be free of defects in design, workmanship and materials until one (1) year after the completion of such services (the "Field and Shop Repair and Modernization Services Warranty Period").

If during the Field and Shop Repair and Modernization Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Work or any part thereof fails to conform to the Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty, Siemens will at its option and expense correct such nonconformity by repair, replacement or reperformance of the defective portion of the Work. If repair, replacement or reperformance is impracticable, Siemens will refund the amount of the compensation paid to Siemens by Purchaser for such nonconforming portion of the Work.

D. **Technical Services Warranty and Exclusive Remedy:** Siemens warrants for each item of Technical Services that (i) the advice, recommendations and performance of its personnel will reflect competent professional knowledge and judgment and (ii) the technical information, reports and analyses transmitted by Siemens in connection therewith will reflect competent professional knowledge and judgment, beginning with the start of the item of Technical Services and ending one (1) year after completion of said item of Technical Services by Siemens (the "Technical Services Warranty Period").

If during the Technical Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that any portion of the Technical Services fails to conform to the Technical Services Warranty, Siemens will promptly reperform such nonconforming portion of the Technical Services. If reperformance is impracticable Siemens will refund the amount of the compensation paid to Siemens for such nonconforming portion of the Technical Services.

E. **Title:** Siemens warrants that the Equipment, upon Delivery, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, Siemens, upon prompt written notice of such failure, shall defend the title to the Equipment.

F. **Warranty Conditions:** The warranties and remedies set forth in this Article are conditioned upon:

(1) Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the Equipment, Purchaser's Material or Purchaser's equipment, in accordance with the recommendations of Siemens to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with the generally accepted practices of the industry. In addition, such Equipment, Purchaser's Material or Purchaser's equipment shall not have been operated in excess of limitations specified in writing by Siemens and not have been subjected to accident, alteration, abuse or misuse; and

(2) For all warranty work, Purchaser shall provide access to any operating and maintenance data as requested by Siemens, which may include broadband connection.

(3) For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials, structures or Purchaser's Material was not part of the Siemens scope of work under the Agreement, Purchaser providing, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or Purchaser's Material to the extent necessary to permit Siemens to perform its warranty obligations.

(4) All warranty work being performed on a single-shift straight-time basis, Monday through Friday. In the event Purchaser requests correction of warranty items on an overtime or multiple shift schedule, the premium portion of such overtime or multiple shift shall be to Purchaser's account.

(5) Purchaser, without cost to Siemens, making its Site facilities and personnel (to the extent consistent with personnel job classifications) available to assist Siemens in the performance of its warranty obligations.

(6) Purchaser, with respect to Paragraph 5 above, reimbursing Siemens for all costs incurred in the transportation of personnel and defective, repaired or replacement parts to and from the Site.

(7) Prior to the return of any Equipment or Purchaser's Material to Siemens, the Purchaser must obtain authorization and shipping instructions from Siemens. The Equipment or Purchaser's Material must be returned with complete identification in accordance with instructions furnished by Siemens. In no event will Siemens be responsible for Equipment or Purchaser's Material returned without proper authorization and identification. Siemens reserves the right to reject any unauthorized returns and/or Hazardous Material.

G. For the avoidance of doubt, in the event that physical loss or damage to the Purchaser's property results from the failure of a warranted defective portion of the Equipment or Services to conform to its respective warranty during the applicable warranty period, should Siemens have any liability at all, Siemens' liability shall in no case exceed Siemens' obligation to perform the warranty remedies specified in Article 7 subsections A, B, C, or D, as applicable, which Siemens would have had to perform if such warranty remedy had been carried out immediately following such failure but prior to the occurrence of the physical loss or damage.

H. The warranty period for any Services or Equipment repaired or replaced by Siemens pursuant to this Article 7 shall not exceed the earlier of twelve (12) months after the date of completion of the item of repaired, replaced or reperfomed Equipment or Services or six (6) months after the expiration of the original warranty period (the "Warranty Repair Warranty Period").

CONFIDENTIAL

I. Additional Conditions Applicable to the Sale of Monitoring Devices: Monitoring devices supplied by Siemens pursuant to the Agreement, such as but not limited to, monitors for generator condition and for steam chemistry, may enable users to better diagnose and control conditions within a turbine generator. While such monitors may permit earlier detection of harmful conditions, Siemens does not warrant or represent that the use of such monitors will prevent failure or detect all harmful conditions in a turbine generator and Purchaser acknowledges the same.

J. Additional Conditions Applicable to Diagnostic and Non-Destructive Examination and Testing: Diagnostic and non-destructive examination and testing techniques employed by Siemens may not detect all of the defects in Purchaser's Material (including indications of cracking) and such failure shall not constitute a breach by Siemens of its warranty obligations. Purchaser acknowledges that Siemens will not be responsible for the consequences of undetected defects including undetected cracks.

K. Additional Conditions Applicable to Technical Field Assistance: Where Siemens furnishes Technical Field Assistance under the Agreement, Purchaser is responsible for (i) the supervision, management, regulation, arbitration and determination of the number of its personnel, agents, or contractors and their work and (ii) the planning, scheduling, management and progress of the work. Unless expressly agreed to in writing by Siemens, under no circumstances shall Siemens provide or be obligated to provide Technical Field Assistance directly or indirectly to any competitor of Siemens or their employees, representatives, or consultants.

L. Exclusivity of Warranties and Remedies: THE WARRANTIES PROVIDED BY SIEMENS AS SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of nonconformities in the manner and for the period of time provided above constitute Siemens' sole and exclusive liability and Purchaser's sole and exclusive remedy for defective or nonconforming Equipment and/or Services whether claims of the Purchaser are based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

8. Taxes

The price paid or to be paid to Siemens under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on Siemens) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment and Purchaser's Material, its or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to defend, pay, and reimburse Siemens for any such taxes or costs, expenses, claims, liabilities, or losses including without limitations tax liabilities, penalties, and interest as a result of Purchaser's acts or omissions related to such taxes, which Siemens or its Subsuppliers are required to pay or are incurred by Siemens and its Subsuppliers.

9. Additional Conditions Applicable to Nuclear Installations

In the event the Services and/or the Equipment provided under the Agreement are to be performed or utilized at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Purchaser Insurance

(1) If Purchaser procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its Subsuppliers as additional insureds.

(2) Purchaser shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Purchaser will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its Subsuppliers by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. Waivers by Purchaser: Neither Siemens nor its Subsuppliers shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Purchaser recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against claims by such third party which are based on Purchaser's recovery of such damages. In addition, Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. Third Party Property Protection: Purchaser will indemnify and hold Siemens and its Subsuppliers harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Purchaser shall obtain for the benefit of Siemens and its Subsuppliers, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Purchaser in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Purchaser.

D. Decontamination: Purchaser shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Purchaser shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

10. Force Majeure

A. Siemens will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause beyond the reasonable control of Siemens or its Subsuppliers or from any act of God; act of civil or military authority; act of war whether declared or undeclared;

CONFIDENTIAL

act (including delay, failure to act or priority) of any governmental authority or Purchaser; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; embargo, epidemic or quarantine; railroad car, fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for Siemens' personnel or its Sub-suppliers' personnel, necessary import or export licenses, or materials from usual sources.

B. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay, and Purchaser will reimburse Siemens for its additional costs and expenses resulting from the delay.

11. Termination

A. Purchaser may terminate the Agreement for convenience upon thirty (30) days prior written notice to Siemens, subject to Purchaser's payment of Termination Charges. Should the work be delayed for a period in excess of six (6) months for any reason attributable to Purchaser and/or force majeure, or should any payment from Purchaser be thirty (30) days or more past due, at the option of Siemens, Siemens may deem the Agreement to have been terminated by Purchaser. Termination Charges under this Section 11 will be either: (a) the applicable termination fee from the termination fee schedule set forth in the Siemens proposal; or (b) in the absence of a termination fee schedule, the portion of the purchase price for the work performed, man hours expended and materials acquired as of the date of termination plus the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its Subsuppliers, and any applicable cost allocated in contemplation of performance. Siemens will make every reasonable effort to minimize the Termination Charges. The Parties agree that such Termination Charges, including termination fees set forth in the Termination Fee Schedule, are a reasonable determination of the damages that Siemens would incur as a result of such termination and do not constitute a penalty. All Termination Charges shall be due and payable thirty (30) days from the date of the Siemens invoice.

B. Purchaser may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by Siemens; or (ii) a material breach of the Agreement by Siemens, which Siemens fails to commence to cure within thirty (30) days after notice thereof from Purchaser and fails to diligently pursue thereafter. In such event, as Purchaser's sole remedy for such default, Siemens will reimburse Purchaser for its reasonable and verifiable costs to complete the Services or obtain replacement Equipment up to twenty percent (20%) of the price for such item of Equipment or Services under the Agreement.

C. In the event of any breach of the Agreement by Purchaser, Siemens shall be entitled to an extension of time to the extent necessitated by the breach and to reimbursement for all costs and expenses incurred by Siemens as a result of such breach. Siemens may terminate the Agreement for cause in the event of a material breach of the Agreement by Purchaser. If Siemens terminates the Agreement pursuant to this Paragraph 11.C, Purchaser shall pay Siemens the Termination Charges (as defined in Paragraph 11.A) within thirty (30) days from the date of the Siemens invoice.

D. In addition, if at any time during the performance of its work under the Agreement Siemens reasonably determines that the Purchaser's financial condition may render it insolvent or unable to make future payments under the Agreement, then Siemens shall be entitled to one or more of the following at Siemens' option: (i) adequate written assurances, supported by documentation, of Purchaser's ability to pay; (ii) payment in advance for any further work; (iii) future payments against an irrevocable Letter of Credit on terms, and from an issuing bank, acceptable to Siemens; (iv) other payment security or credit support mutually agreed by Purchaser and Siemens.

12. Intellectual Property Infringement

A. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services on Purchaser's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as Siemens is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on Purchaser's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by Purchaser is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Equipment or Purchaser's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. Siemens will have no duty or obligation to Purchaser under this Article to the extent that the Services on Purchaser's Material or Equipment is (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after delivery by Siemens, or (c) combined by Purchaser or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Purchaser. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Purchaser shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Purchaser under the provisions of Paragraph 12.A above.

C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

13. Confidential Information

A. Siemens may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. Purchaser will keep in confidence and will not disclose any such information, or any of Siemens' intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by Siemens or use any such information for other than the purpose for which it is supplied without the prior written permission of Siemens. The provisions of this Paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of Purchaser, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.

B. Siemens also has a proprietary interest in (i) its proposal and the Agreement and (ii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, the quotation, the Agreement and such processes and procedures shall not be disclosed or viewed in whole or in part by third parties without the prior written permission of Siemens.

CONFIDENTIAL

C. Siemens also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by Siemens in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to Siemens for destruction by Siemens. Siemens may (in addition to any other legal or equitable rights and remedies) stop the work until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Purchaser will reimburse Siemens for Siemens' and its Subsuppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

D. Without limiting its obligations pursuant to paragraphs 13.A and 13.B above, Purchaser agrees not to reverse engineer, modify, improve, or make derivative works of Siemens' confidential information or intellectual property. Purchaser further agrees not to seek any intellectual property rights directly or indirectly based in whole or part on Siemens' confidential information or intellectual property without Siemens' prior written consent. Purchaser further agrees that if it obtains any such intellectual property rights, it has acted or will act as an agent for the benefit of Siemens for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from Siemens assign the same to Siemens.

E. Purchaser shall indemnify and hold Siemens harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13.

F. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide Siemens with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of Siemens and its Subsuppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by Siemens in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, Siemens shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

14. Limitation of Liability

A. PURCHASER EXPRESSLY AGREES THAT NEITHER SIEMENS NOR ITS SUBSUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF PURCHASER'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF DATA; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OF CUSTOMERS OF PURCHASER.

B. PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT IN THE AGREEMENT ARE EXCLUSIVE, AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SIEMENS OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THE APPLICABLE PURCHASE ORDER.

C. ALL LIABILITY OF SIEMENS AND ITS SUBSUPPLIERS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE WARRANTY PERIOD.

D. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

15. Transfer; Ownership and Export Compliance

A. Prior to the transfer to another party of any Equipment, Purchaser's Material, work product furnished hereunder by Siemens' or its Subsuppliers, or the transfer of any interest in said Equipment, Purchaser's Material or work product, or the facility in which or the site on which said Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser shall obtain for Siemens written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

B. If Purchaser is not the sole owner of the Equipment, Purchaser's Material, work product furnished hereunder by Siemens or its Subsuppliers, or the facility in which or the site on which the Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of Siemens and its Subsuppliers with respect to each and every such other owner at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

C. Transfer contrary to the provisions of paragraph 15.A. above or in breach of paragraph 15.B. above, shall make Purchaser the indemnitor of Siemens and its Subsuppliers against any liabilities incurred by Siemens and its Subsuppliers in excess of those that would have been incurred had no such transfer or breach, as the case may be, taken place.

D. Purchaser acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment and/or Services provided under the Agreement, including any export license requirements. Purchaser agrees that such Equipment and/or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS."

16. Software License

Siemens grants to Purchaser a nonexclusive, nontransferable license to utilize the Siemens Software furnished hereunder solely for Purchaser's internal use in connection with the Siemens equipment for which it is supplied or in which such Software is incorporated. All title and ownership of the Siemens Software, including, without limitation, the copyright to such Software, shall remain exclusively with Siemens. Purchaser may make one backup copy of the Software for the sole purpose of replacement of a worn, impaired, damaged, or destroyed original copy. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence of any Software licensed hereunder. Third party Software provided by Siemens may be subject to a separate license agreement and /or registration requirements and limitations on copying and use.

CONFIDENTIAL

17. Compliance with Laws

In the performance of work under the Agreement, Siemens and its Subsuppliers shall comply with all applicable provisions of Executive Order 11246, as amended, relating to equal opportunity and non-segregated facilities, the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970. The price for the work is based on compliance by Siemens with applicable laws, regulations and technical codes and standards as they are in effect on the date of the Siemens proposal (or the effective date of the Agreement if no proposal was provided).

18. Changes

A. Purchaser may request changes within the scope of the Agreement and, if accepted by Siemens, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

B. Expenses incurred by Siemens due to (i) delays, other than delays which are deemed to be within the reasonable control of Siemens, and (ii) changes in applicable laws, regulations and technical codes and standards or the imposition of new laws, regulations and/or technical codes and standards after the applicable date set forth in Article 17 will be treated as changes to the scope of work and the Agreement will be adjusted as set forth in the previous Paragraph.

C. Siemens may make a change(s) in the Equipment, Services on Purchaser's Material or the other Services without additional compensation from Purchaser if such change(s) does not adversely affect the warranties, the interface with Purchaser's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or Purchaser's Material is installed or for which Siemens is providing Services under the Agreement, or the schedule.

19. Inspection by Purchaser

Purchaser shall have reasonable access to the areas of the Siemens plants where work under the Agreement is being performed to enable Purchaser to observe tests on the work. Siemens, if requested, will inform the Purchaser of those tests and procedures which can be witnessed. Should Purchaser elect to witness specific tests, Purchaser must so specify such requirement in ample time to permit Siemens to include said witness tests in the schedule. Siemens, if requested, will advise Purchaser of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. Siemens will exercise reasonable efforts to secure similar rights with respect to the inspection of Purchaser's work at Subsupplier's premises.

20. Removal of Hazardous Material

Prior to the shipment of any Equipment or Purchaser's Material to Siemens for Services at Siemens' or its Subsuppliers' manufacturing plant or repair facility, the Purchaser must remove all Hazardous Material and ACM.

21. Purchaser's Third Party Parts Warranty

Purchaser warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

Purchaser assumes the entire liability and risk arising out of or resulting from Third Party Parts and Services on Third Party Parts. Siemens' warranties set forth in Article 7 do not apply to any Third Party Parts or Services on Third Party Parts, and SIEMENS DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), OR OTHERWISE, FOR OR WITH RESPECT TO THIRD PARTY PARTS OR SERVICES ON THIRD PARTY PARTS.

22. Indemnity

Until the expiration of the applicable Warranty Period, Siemens shall indemnify, hold harmless and defend Purchaser its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property (except property of customers of Purchaser or property incorporated in or intended to be incorporated in the project), to the extent caused by or arising out of any negligent act or omission or willful misconduct of Siemens, or any of its officers, directors, agents, employees or Subsuppliers in connection with performance of work under the Agreement ("Purchaser Indemnity Claim"). Siemens' indemnification obligations under this Section 22 are conditioned upon Purchaser providing Siemens with: (i) prompt notice of any Purchaser Indemnity Claim; (ii) the unrestricted right to defend any Purchaser Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Purchaser Indemnity Claim.

Until the expiration of the applicable Warranty Period, Purchaser shall indemnify, hold harmless and defend Siemens its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property to the extent caused by or arising out of any negligent act or omission or willful misconduct of Purchaser, or any of its officers, directors, agents, employees or subcontractors in connection with performance of work under the Agreement ("Siemens Indemnity Claim"). Purchaser's indemnification obligations under this Section 22 are conditioned upon Siemens providing Purchaser with: (i) prompt notice of any Siemens Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Siemens Indemnity Claim.

23. Siemens Insurance

In connection with the Agreement, Siemens shall maintain insurance (or self insurance) as specified below:

A. Worker's Compensation: Siemens shall comply with workers compensation laws (or equivalent) in each jurisdiction where work is performed, and shall maintain a Workers Compensation and Employers Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident and in the aggregate
\$1,000,000 disease each employee

CONFIDENTIAL

B. Commercial General Liability: Siemens shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury, Property Damage, Explosion, Collapse and Underground hazards (XCU); Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:

\$1,000,000 each occurrence and in the aggregate

C. Business Automobile Liability: Siemens shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

\$1,000,000 Combined Single Limit

D. Umbrella Liability: Siemens shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

E. The coverages set forth in B, C and D above shall include Purchaser as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Siemens or its Subsuppliers.

24. Purchaser's Insurance

In connection with the Agreement, Purchaser shall purchase and maintain insurance as specified below:

A. All Risk Builders Risk: Purchaser shall purchase and maintain throughout construction of the project, "All Risk" Builders Risk insurance for the Site. Such insurance shall be purchased and in effect at least ten (10) calendar days before the start of any Services at the Site or the arrival of the first item of Equipment at the Site, whichever first occurs. Siemens and its Subsuppliers shall be named as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment once at the Site and the Purchaser's Material) on such All Risk Builders Risk policy.

B. Property Insurance: Upon completion of the project, Purchaser shall purchase and maintain property damage insurance for the facilities at the Site until the expiration of the last of the applicable Warranty Periods. Such insurance will name Siemens and its Subsuppliers as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment and Purchaser's Material).

C. Worker's Compensation: Purchaser shall comply with applicable workers compensation laws (or equivalent), and shall maintain a Workers Compensation and Employers Liability insurance policy. The limits of such insurance shall be as follows:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident and in the aggregate
\$1,000,000 disease each employee

D. Commercial General Liability: shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury, Property Damage, Explosion, Collapse and Underground (XCU) hazards; Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:

\$1,000,000 each occurrence and in the aggregate

E. Business Automobile Liability: Purchaser shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

\$1,000,000 Combined Single Limit

F. Umbrella Liability: Purchaser shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

G. The coverages set forth in D, E and F above shall include Siemens as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Purchaser or its subcontractors.

25. Miscellaneous Provisions

A. Shipment Dates: Shipment dates are the dates the Equipment or Purchaser's Material will be ready for shipment from the manufacturing plant, Siemens repair facility or other facility where the Services are performed and are predicated on the prompt receipt by Siemens from Purchaser of all information necessary to commence and complete the work without delay or interruption. Unless otherwise stated in a Purchase Order, shipment dates are not guaranteed. Should Purchaser request Siemens to ship any Equipment or Purchaser's Material prior to a date established based on Siemens standard lead time for such Equipment or Purchaser's Material, and provided Siemens accepts in writing the earlier date, an additional fee will be applied to cover the costs associated with such expedited shipment.

B. Waivers: The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

C. Modification: No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

D. Headings: The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

E. Assignment: Except for assignment by Siemens to an affiliate of Siemens, the Agreement will not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void.

CONFIDENTIAL

F. Governing Law: The Agreement will be construed and interpreted in accordance with the laws of the State of New Jersey without application of its choice of law or conflict of law rules.

G. Personnel: Siemens reserves the right to change any of its personnel performing Services under the Agreement. In such event, Siemens will provide replacement personnel of equivalent capabilities and bear any additional travel and living expense associated with providing such replacement personnel.

H. Performance Guarantee(s) and Exclusive Remedy: There are no performance guarantees of the Equipment and/or Services unless specifically set forth in the Siemens proposal. In the event any performance guarantees are provided in the Siemens proposal, Purchaser's sole and exclusive remedy and Siemens' sole and exclusive liability for any failure of the Equipment and/or Services to comply with such performance guarantees under any theory of recovery shall be the liquidated damages specified in such Siemens proposal up to the limit specified therein, which liquidated damages shall only be paid on a "no harm, no foul" basis. The Parties agree that such liquidated are a reasonable determination of the damages that Purchaser would incur as a result of the failure of the Equipment and/or Services to meet the Performance Guarantees and do not constitute a penalty.

I. Environmental Compliance: Purchaser recognizes that the performance of Services at the Site may involve the generation of Hazardous Material. Purchaser shall at its expense furnish Siemens with containers for Hazardous Material and shall designate a waste storage facility at the Site where such containers are to be placed by Siemens. Purchaser shall handle, store and dispose of Hazardous Material in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. Purchaser shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Material which it does not know or have reason to know will be generated in the performance of the Services, and Purchaser shall indemnify and hold Siemens harmless for all pollution and environmental impairment arising from the Purchaser's property, the Equipment or the Services.

J. Asbestos and Thermal Insulation

(1) The Purchaser warrants, represents, and certifies that, in any areas which may be accessed by Siemens or its Subsuppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at the Site:

(a) The Purchaser shall, at Purchaser's expense remove all thermal insulation, sprayed-on surfacing material, and/or ACM, including ACM which may be disturbed during or removal of which is required for the performance of the Services; and

(b) The Purchaser shall ensure that any areas where any activities involving the abatement or removal of thermal insulation, sprayed-on surfacing material or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SIEMENS IN PERFORMING THE SERVICES AND PERMITTING EMPLOYEES TO ENTER THE WORK AREAS IS RELYING UPON THE COVENANTS, AGREEMENTS, WARRANTIES, CERTIFICATIONS AND REPRESENTATIONS MADE BY PURCHASER ABOVE.

Without limiting its other rights and remedies Siemens shall not be obligated to commence or may stop any work in any Work Areas unless fully satisfied that the Purchaser is in compliance with Paragraph 25.J(1) above and this Paragraph 25.J(2), and shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement affected thereby or otherwise affected by Purchaser's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any thermal insulation, sprayed-on surfacing material, or ACM except as specifically agreed in writing by Siemens and only after Siemens has been provided acceptable chemical analyses verifying that the same are not ACM.

(4) Siemens makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement and unless Siemens is provided satisfactory written evidence that such GPW is not ACM, Siemens shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein "GPW") only if such activities are within the scope of the Services and only then to the extent that:

(i) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq.;

(ii) such activities do not require a permit, license, or authorization;

(iii) such activities are not likely to generate airborne asbestos fibers, and

(iv) all such GPW is non-friable.

In all other cases, such activities shall be Purchaser's responsibility and Siemens shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the Purchaser's responsibility.

(5) Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Purchaser's failure to comply with the provisions of this Article 25.J.

K. Integration: The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

CONFIDENTIAL

L. Survival: The provisions entitled "Intellectual Property," "Additional Conditions Applicable to Nuclear Installations," "Confidential Information," "Limitation of Liability," "Transfer; Ownership and Export Compliance," "Software License," the second Paragraph of "Delivery, Title and Risk of Loss or Damage," and subsection (5) of the provision entitled "Asbestos and Thermal Insulation" shall survive termination, expiration or cancellation of the Agreement.

M. Site Safety: Purchaser shall comply with all federal, state, and local safety regulations and standards applicable to the site and to the equipment on which Siemens will perform the work. Siemens shall not be obligated to commence or perform work unless Purchaser's site complies with all applicable safety requirements. In the event Purchaser's site safety is non-compliant, Siemens may suspend work until such time as Purchaser corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Purchaser's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

N. Severability: In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

CONFIDENTIAL



January 1, 2014

**Subject: Siemens Memo / fax – External
Regional Company – Cross-Sector Business**

Dear Siemens Energy Equipment Owners,

In our commitment to provide better services to our customers, the Siemens rotating equipment that has been serviced from the Springfield, MO facility will now be managed by our North American service group, Energy Service Division – Oil & Gas of **Siemens Demag Delaval Turbomachinery, Inc.** This service work will include spare parts, field service, repairs, modifications & upgrades. The Springfield, MO. facility will continue to manage and provide the sell of new equipment, start-up, and warranty of the Turblex, Schiele, Kuhnle, Kopp & Kausch, and PGW blowers, compressors, and fan brands.

This change will take effect on January 1, 2014. While many of the personnel that have been supporting your equipment will remain the same, quotations, communication, invoices, etc... will be issued under the respective North American business unit.

The Siemens Demag Delaval Turbomachinery, Inc. site, located in Hamilton, New Jersey is a service facility that has been providing customized turbomachinery service solutions for over 100 years, and is the headquarters for the Siemens Energy Services, Oil & Gas and Industrial Applications Division (E S SO).

This location manufactures parts, performs repairs, and provides field services for Single stage blowers, Gas Turbines, Steam Turbines, Compressors, Generators, and Pumps. Services are available for new and legacy OEM equipment brands including:

- Siemens - steam turbines, compressors, small and medium gas turbines
- Westinghouse - steam turbines and generators
- Delaval - steam turbines, compressors, and pumps
- Demag - compressors
- Alstom - steam turbines
- Turblex – Blowers, compressors and fans
- Schiele – Fans
- Kuhnle, Kopp & Kausch – compressors, fans
- PGW - Compressors

Siemens is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field service personnel. The Siemens field service group is supported by a staff of mechanical, electrical, and instrumentation engineers from our engineering centers.

With this upgrade in customer focus please note that our legal address and remit to information for purchase orders has changed. To make this transition as smooth as possible, please update our information in your systems to the following:

Siemens Demag Delaval Turbomachinery, Inc.

840 Nottingham Way
Hamilton, NJ 08638

Tel: (609) 890-5000
Fax: (609) 587-7790

www.siemens.usa.com

SIEMENS

In the United States

Purchase orders should be addressed to:
Siemens Demag Delaval Turbomachinery, Inc.
840 Nottingham Way
Hamilton, NJ 08638
USA

Remit to:
Siemens Demag Delaval Turbomachinery, Inc.
Dept. AT 40131
Atlanta, GA 31192-0131

Remit via Bank Wire to:
Mellon Bank
Pittsburgh, PA
RT# 043000261 Account# 022-1735

Should you have any problems or additional needs please do not hesitate to contact us.

With kindest regards,

Curtis Rogers
Americas Service and Sales Engineer

Siemens Demag Delaval Turbomachinery, Inc.
E S SO RNA MK 3
4654 W. Junction Street
Springfield, MO 65802
United States of America

Tel.: +1 417-864-5599
Fax: +1 417-866-0235
Mobile: +1 417-827-2371
<mailto:curtis.rogers@siemens.com>

Dan Chekay
Product Line Manager – Compressors and Pumps

Siemens Demag Delaval Turbomachinery, Inc.
E S SO RNA MK 3
840 Nottingham Way
Hamilton, NJ 08638
United States of America

Tel.: +1 609 890-5839
Fax: +1 609 587-7790
Mobile: +1 609 462-9344
<mailto:daniel.chekay@siemens.com>

Suggested Preventative Maintenance Schedule by Plant Personnel

1.0 Routine Inspections

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Sample and conduct oil analysis/change oil as required
- D. Inspect and change oil filter(s) as required (See Section H, Item 0740).
- E. Check lube oil level / fill as required (Max full equals lower 1 inch of your dip stick)
- F. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- G. Verify surge detection unit operates properly / Clean per Section H, Item 1370

2.0 Annual Inspections

- A. Repeat routine inspections, plus - - -
- B. Inspect inlet filters and silencer for cleanliness and general condition
- C. Verify discharge check valve operates properly to prevent back flows
- D. Verify proper operation of blow-off, and butterfly valves
- E. Inspect control arm(s) of variable control vanes for slippage
- F. Calibrate inlet guide vane and variable diffuser vane operating span
- G. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- H. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- I. Test Limit switches

3.0 Drive Motor

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Service and Lubricate as indicated in the O&M. Follow instructions found in the Components section of this manual (See Section H, Item 0020).

4.0 Auxiliary Oil Pump

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Lubricate bearings every three (3) years. Follow instructions found in the Components section of this manual (See Section H, Item 0705).

5.0 Solenoid Valve and Butterfly Valve

- A. While unit is off-line, operate the valve once a month to insure proper opening and closing.

Note: Change of Lube Oil

- A. The lube oil should be changed after the first 500 hours of operation. Subsequent oil samples should be evaluated by an oil analysis service every three (3) months, with change of lube oil to take place according to the recommendation of the oil analysis service.

Suggested Preventative Maintenance Schedule

Siemens Demag Delaval Turbomachinery, Inc.
Suggested PM Schedule – GK, GA, GL Series Gearbox
Revision: 2
Date: 4/15

SIEMENS

Suggested Preventative Maintenance Schedule by Authorized Siemens Demag Delaval Turbomachinery, Inc. Personnel

Siemens offers the following services independently or through our preventative maintenance program. These services are designed to provide long term performance and maximized power savings throughout the life of the blower. Aeration and process control service and tuning is also available.

1.0 Annual Inspections -

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Check lube oil level
- D. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- E. Verify surge detection unit operates properly / Clean per Section H, Item 1370
- F. Inspect inlet filters and silencer for cleanliness and general condition
- G. Verify discharge check valve operates properly to prevent back flows
- H. Verify proper operation of blow-off, and butterfly valves
- I. Inspect control arm(s) of variable control vanes for slippage
- J. Calibrate inlet guide vane and variable diffuser vane operating span
- K. Inspect all mechanical and electrical connections are secure (up to discharge cone)
- L. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- M. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- N. Test Limit switches

2.0 Class I Inspection - (air-end)

- A. First recommended inspection is at approximately 18,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 4-6 days, per unit, assuming one (1) local helper and crane facilities. Class I Inspection includes the following:
 - 1. Repeat annual inspection, plus - - -
 - 2. Dismantle compressor air-end
 - 3. Remove gearbox access covers for visual observation of internal condition. (GL gearbox only)
 - 4. Inspect and clean variable vane system
 - 5. Check variable vane geometry
 - 6. Check axial movement on high and low-speed shafts
 - 7. Check unit alignment before re-start as required

3.0 Class II Inspection - (air-end and gearbox)

- A. Second recommended inspection is at approximately 36,000 – 50,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 6-8 days, per unit, assuming one (1) local helper and crane facilities. Class II Inspection includes the following:
 - 1. Repeat Class I Inspection, plus - - -
 - 2. Dismantle gearbox
 - 3. Inspect gearwheels, bearings & seals and check clearances, adjust clearances as required.
 - 4. Replace flexible seals (O-rings)
 - 5. Reassemble gearbox
 - 6. Visually inspect electric motor, oil pump, oil cooler, coupling, valves, etc.
 - 7. Provide recommendations for corrections of unusual findings and future services

To schedule a Siemens Demag Delaval Turbomachinery, Inc. Field Service Technician, please contact us at Tel: 609-890-5000; Fax: 609-587-7790

Suggested Preventative Maintenance Schedule

Siemens Demag Delaval Turbomachinery, Inc.
Suggested PM Schedule – GK, GA, GL Series Gearbox
Revision: 2
Date: 4/15

SIEMENS

SIEMENS

SIEMENS PRE-SERVICE CHECKLIST

This checklist is designed specifically to save you time and money! We have found that if you can check yes to these items, you will minimize unnecessary delays, unexpected waiting time, and additional labor and expenses.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Sufficient lifting equipment is available. |
| <input type="checkbox"/> | <input type="checkbox"/> | Siemens special tool kit is complete and available onsite for disassembly/reassembly of the compressor(s). To inventory your tool kit, reference the Siemens O&M manual for a complete listing of these special tools with illustrations. |
| | | These tools are required for disassembly/reassembly of your Siemens compressors(s). If you do not have a Siemens special tool kit, please let us know. |
| <input type="checkbox"/> | <input type="checkbox"/> | At-least one local helper will be available to assist Siemens personnel with service work. |
| <input type="checkbox"/> | <input type="checkbox"/> | Inlet filter system and sound enclosure (if applicable) will be removed prior to arrival of Siemens personnel. (We would be happy to assist with removal of this, but this is one way for you to reduce the number of Siemens labor hours required.) |

We look forward to working with you in the near future!

Siemens Demag Delaval Turbomachinery, Inc.

840 Nottingham Way
Hamilton, NJ 08638

Tel: (609) 890-5000

www.usa.siemens.com

Mandatory Asbestos Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

29 CFR 1926.1101, Toxic and Hazardous Substances

OHSA requires that building and/or facility owners notify all employers of employees who will be performing work within or adjacent to areas containing ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) of the presence, location and quantity of ACM or PACM, at the work sites in their buildings and facilities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Asbestos Information:

Site contains ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) in or adjacent to work sites in buildings or facilities where Siemens employees may be performing work.

☐ Yes ☐ No

If yes, then detailed information shall be attached in regard to:

1. The location and quantify of materials.
2. How the site achieves compliance with permissible exposure limits.
3. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.

The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____

Title: _____

Contact Information: _____

Mandatory Lifting Device Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Lifting Information:

Site has proper, adequate and weight tested lifting in buildings or facilities where Siemens employees may be performing work. Devices are in accordance with local, state and federal regulations.

☐ Yes ☐ No

If yes, then detailed information **shall be attached** in regard to:

1. The location and weight rating of the equipment. Lifting should be A) rated per the below chart, B) should be located centerline of the compressor, C) allow for removal of components straight out of the compressor and D) allow movement after removed from the compressor.

Unit size	Heaviest individual component	Unit on Site	Weight Rating of Site Lifting Equipment
KA2	881 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA5	1763 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA10	925 Pounds (US): GEARCASE	<input type="checkbox"/>	
KA22	1260 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA44	1970 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA66	2960 Pounds (US): INLET HOUSING & VOLUTE	<input type="checkbox"/>	
KA80	4856 Pounds (US): GEAR COMPLETE	<input type="checkbox"/>	
KA100	8030 Pounds (US): INLET HOUSING & INNER SPIRAL	<input type="checkbox"/>	

2. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.
3. Any obstructions above the compressor centerline that prevent the use of proper lifting and service should be reported prior to issuance of a P.O.

The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____ Title: _____

Signature: _____ Date: _____

Contact Information: _____

WASTEWATER AERATION TURBOCOMPRESSORS

SIEMENS



CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

SOLE SOURCE JUSTIFICATION FORM

Requisition Item: TURBULEX PARTS AND SERVICE

Requisition Number: _____

Prior Purchase Order Number (if item had been approved previously): OPR 2011-0185

1. Describe the item and its function. TURBULEX AB BLOWERS
PROVIDE AIR FOR DISSOLVED OXYGEN CONTROL
AS PART OF THE BIOLOGICAL PROCESS IN OUR
SECONDARY SYSTEM

2. The item is a sole source* because:

- ☐ sole provider of a licensed or patented good or service
- ☒ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- ☐ sole provider of goods and services for which the City has established a standard**
- ☒ sole provider of factory-authorized warranty service
- ☐ sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (detail below or in an attachment)
- ☐ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Be specific.

SIEMENS IS THE OWNER AND MANUFACTURER OF
TURBULEX BLOWERS AND THE SOLE PROVIDER OF PARTS
AND SERVICE OF THIS EQUIPMENT

4. What steps were taken to verify that these features are not available elsewhere?


- ☐ other brands/manufacturers were examined (list phone numbers and names, and explain why these were not suitable):
- ☐ other vendors were contacted (list phone numbers and names, and explain why these were not suitable):
- ☒ other (please explain):

SIEMENS HAS PROVIDED DOCUMENTATION THAT THEY
ARE THE SOLE PROVIDER OF THIS SERVICE.

Department: RPURF (MAINTENANCE)
Department Contact: JUSTIN ANDERSON Phone: 509 625 4652
Requested Vendor: SIEMENS DEMAG DELAVAL TURBOMACHINERY INC.
Vendor's Address: 840 NOTTINGHAM WAY HAMILTON NJ 08638
Vendor Contact: TIM RITTER Phone: (417) 864 5599 x 149
Cost Estimate: 130,000.00

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Signature of Requestor
(must be an authorized Department Buyer)

2/9/2016

Date



Signature of Department Head or Designee

2-9-2016

Date

Approval by Purchasing (when applicable)

Date

- * Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.
- ** Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

SIEMENS

January 1, 2014

**Subject: Siemens Memo / fax – External
Regional Company – Cross-Sector Business**

Dear Siemens Energy Equipment Owners,

In our commitment to provide better services to our customers, the Siemens rotating equipment that has been serviced from the Springfield, MO facility will now be managed by our North American service group, Energy Service Division – Oil & Gas of **Siemens Demag Delaval Turbomachinery, Inc.** This service work will include spare parts, field service, repairs, modifications & upgrades. The Springfield, MO. facility will continue to manage and provide the sell of new equipment, start-up, and warranty of the Turblex, Schiele, Kuhnle, Kopp & Kausch, and PGW blowers, compressors, and fan brands.

This change will take effect on January 1, 2014. While many of the personnel that have been supporting your equipment will remain the same, quotations, communication, invoices, etc... will be issued under the respective North American business unit.

The Siemens Demag Delaval Turbomachinery, Inc. site, located in Hamilton, New Jersey is a service facility that has been providing customized turbomachinery service solutions for over 100 years, and is the headquarters for the Siemens Energy Services, Oil & Gas and Industrial Applications Division (E S SO).

This location manufactures parts, performs repairs, and provides field services for Single stage blowers, Gas Turbines, Steam Turbines, Compressors, Generators, and Pumps. Services are available for new and legacy OEM equipment brands including:

- Siemens - steam turbines, compressors, small and medium gas turbines
- Westinghouse - steam turbines and generators
- Delaval - steam turbines, compressors, and pumps
- Demag - compressors
- Alstom - steam turbines
- Turblex – Blowers, compressors and fans
- Schiele – Fans
- Kuhnle, Kopp & Kausch – compressors, fans
- PGW - Compressors

Siemens is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field service personnel. The Siemens field service group is supported by a staff of mechanical, electrical, and instrumentation engineers from our engineering centers.

With this upgrade in customer focus please note that our legal address and remit to information for purchase orders has changed. To make this transition as smooth as possible, please update our information in your systems to the following:

Siemens Demag Delaval Turbomachinery, Inc.

840 Nottingham Way
Hamilton, NJ 08638

Tel: (609) 890-5000
Fax: (609) 587-7790

www.siemens.usa.com

SIEMENS

In the United States

Purchase orders should be addressed to:
Siemens Demag Delaval Turbomachinery, Inc.
840 Nottingham Way
Hamilton, NJ 08638
USA

Remit to:
Siemens Demag Delaval Turbomachinery, Inc.
Dept. AT 40131
Atlanta, GA 31192-0131

Remit via Bank Wire to:
Mellon Bank
Pittsburgh, PA
RT# 043000261 Account# 022-1735

Should you have any problems or additional needs please do not hesitate to contact us.

With kindest regards,

Curtis Rogers
Americas Service and Sales Engineer

Siemens Demag Delaval Turbomachinery, Inc.
E S SO RNA MK 3
4654 W. Junction Street
Springfield, MO 65802
United States of America

Tel.: +1 417-864-5599
Fax: +1 417-866-0235
Mobile: +1 417-827-2371
<mailto:curtis.rogers@siemens.com>

Dan Chekay
Product Line Manager – Compressors and Pumps

Siemens Demag Delaval Turbomachinery, Inc.
E S SO RNA MK 3
840 Nottingham Way
Hamilton, NJ 08638
United States of America

Tel.: +1 609 890-5839
Fax: +1 609 587-7790
Mobile: +1 609 462-9344
<mailto:daniel.chekay@siemens.com>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2016

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
100129-DDT-16/17	DDT	Ritter	NOC60	
INSURED SIEMENS ENERGY, INC. POWER GENERATION SERVICES SIEMENS DEMAG DELAVAL TURBOMACHINERY, INC. 4400 ALAFAYA TRAIL ORLANDO, FL 32826-2399		INSURER(S) AFFORDING COVERAGE INSURER A: HDI Global Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: Travelers Property Casualty Co. of America INSURER D: INSURER E: INSURER F:		
		NAIC # 41343 25658 25674		

COVERAGES**CERTIFICATE NUMBER:**

NYC-008550495-02

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLD1110108	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ INCL. \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TC2JCAP7440L34A16	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUD1110208	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TC2JUB7440L27116 (AOS) TRKUB7440L28316 (AZ, MA, OR & WI)	10/01/2016 10/01/2016	10/01/2017 10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CITY OF SPOKANE, WA IS HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SPOKANE, WA ATTN: HEATHER BARNHART 4401 N. AUBREY L WHITE PARKWAY SPOKANE, WA 99205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



Marsh USA Inc.
11001 Lakeline Blvd., Bldg 1, Suite 200
Austin, TX 78717
(866) 966-4664
Njsiemens.csg@marsh.com

Memo

To: **To Whom It May Concern**
Date: September 25, 2016
From: Marsh CSS
Subject: **Siemens Corporation
Certificates of Insurance
2016 - 2017 Policy Year**

As a Siemens Corporation Certificate Holder, please find attached your company's renewal certificate for the 10/1/2016 – 10/1/2017 policy period. If you do not require this Certificate of Insurance, please advise by marking "DELETE" on the certificate and returning it via email (njsiemens.csg@marsh.com) or fax to (212) 948 0622.

Best regards,

Marsh CSS



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	OPR 2016-0825
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN LUNDGREN 835-4115
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680- WTSC MINI GRANTS FY2017

Agenda Wording

To accept funding from WASHINGTON TRAFFIC SAFETY COMMISSION, Olympia, WA for multi-jurisdictional high visibility enforcement (HVE) traffic safety patrols in support of Target Zero priorities. - \$54,000.00 - 10/01/2016-09/30/2017

Summary (Background)

The goal of HVE emphasis is to reduce traffic related deaths and serious injuries through aggressive impaired driving, occupant protection, speeding and distracted driving. HVE traffic safety patrols being funded are: Distracted Driving Patrols - \$5,000.00, Seat Belt Patrols - \$4,000.00, Flex Funding (for local DUI, Speed, Distracted and Seat Belt patrols) \$5,000.00, Pedestrian Safety Zones - \$10,000.00 and Target Zero Teams (DUI) - \$30,000.00. Funding shall not be commingled.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 54,000.00	#	1620-91133-21700-VARIOUS-VARIOUS
Revenue	\$ 54,000.00	#	1620-91133-21700-33320-VARIOUS
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LYNDS, SARAH	<u>Study Session</u>	Finance Committee 10/03/16
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	CODDINGTON, BRIAN	ewade	
<u>Additional Approvals</u>		slynds	
<u>Purchasing</u>		jgriffin	
		jgoldman	
		Contract Accounting	

**Briefing Paper
City of Spokane
Spokane Police Department
Washington Traffic Safety HVE
October 3, 2016**

Subject

Approval to accept funding from the Washington Traffic Safety Commission (WTSC) for multi-jurisdictional, high visibility enforcement (HVE) traffic safety emphasis patrols.

Background

The goal is to reduce traffic related deaths and serious injuries through multi-jurisdictional HVE patrols that focus on impaired driving, compliance with seatbelt use, speeding and distracted driving.

The impaired driving DUI-focused patrols will be deployed at locations where an analysis of the data indicates that the most traffic safety benefit can be realized through enforcement and emphasis patrols.

The seatbelt-focused patrols will be conducted as part of the National Click-it or Ticket campaign. Whenever possible these patrols shall occur in the areas with the lowest seat belt use.

The distracted driving-focused patrols will be conducted as part of the National U Drive. U Text. U Pay campaign. Wherever possible these patrols shall occur in areas with the highest number of distracted driving violations.

The pedestrian safety zone projected-focused patrols use precise locations that have been identified through data analysis of pedestrian fatal and serious injury crashes, selecting locations with the highest number of incidents in recent years.

The flex-focused patrols provide the local agencies flexibility to conduct HVE patrols on any of the following: impaired driving, seatbelt, distracted driving, or speeding patrols during the contract period with dates that may not coincide with statewide patrol periods.

Impact

Primarily the funds will be used to pay overtime to staff the extra HVE patrols.

Action

Approval to accept funding from WTSC for HVE traffic emphasis patrols in the amount of \$54,000.00.

Funding

Federal pass through grant.

**INTERAGENCY AGREEMENT
BETWEEN
Spokane Police Department AND
WASHINGTON TRAFFIC SAFETY COMMISSION**

THIS AGREEMENT is made and entered into by and between the **Spokane Police Department**, hereinafter referred to as "AGENCY," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

THE PURPOSE OF THIS AGREEMENT is to provide funding for the AGENCY to conduct multijurisdictional, high visibility enforcement (HVE) traffic safety emphasis patrols (**as outlined in Exhibit A**), in support of Target Zero priorities. **The Target Zero Manager (TZM) and/or Law Enforcement Liaison (LEL) assigned to the AGENCY shall coordinate the Scope of Work as outlined below** with the goal of reducing traffic related deaths and serious injuries.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The AGENCY shall conduct specific HVE patrols as described in the Statement of Work attached as Exhibit A and as coordinated by the local TZM and/or LEL.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on October 1, 2016 and remain in effect until September 30, 2017 unless terminated sooner, as provided herein.

COMPENSATION AND CONDITIONS

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed **\$54,000 (Fifty-four thousand dollars)**. Funds break down into the following enforcement overtime categories:

Statewide Impaired Driving Patrols: \$0
Grant Award # Section 402

Statewide Distracted Driving Patrols: \$5,000
Grant Award # Section 402

Statewide Seat Belt Patrols: \$4,000
Grant Award # Section 402

Flex Funding: \$5,000
(Local DUI, Speed, Distracted, and Seat Belt Patrols)
Grant Award # Section 402

Pedestrian Safety Zones: \$10,000
Grant Award # Section 402

Target Zero Teams (DUI): \$30,000
Grant Award # Section 405d

These funds shall not be commingled and are only to be utilized for the specified emphasis area.

See Exhibit C for detailed federal award information.

PARTICIPATION REQUIREMENTS AND CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document, will be followed. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

The AGENCY certifies that all officers participating in traffic safety emphasis patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

SHIFT LENGTH: The AGENCY will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.

RESERVE OFFICERS: The AGENCY certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 1.5 overtime rate.

DISPATCH: WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM.

ALLOWABLE COSTS: The AGENCY will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in the emphasis patrols. WTSC will reimburse for overtime at 1.5 times officer's normal rate plus AGENCY's contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment. The total cost of salary and benefits shall not be exceeded in any one enforcement overtime category and funds may not be commingled between campaign areas.

PERFORMANCE STANDARDS

Participating law enforcement officers are required to make a minimum of 3 self-initiated contacts per hour of enforcement. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

BILLING PROCEDURE

The AGENCY shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted via WTSC's Enterprise Management System (WEMS), and associated with approved HVE logs. Payment to the AGENCY for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, **must be submitted in WEMS no later than July 31**. All invoices for goods or services performed on or prior to September 30, **must be received by WTSC no later than November 15**.

OVERTIME REPORTING

The AGENCY agrees to have all personnel who work HVE patrols complete officer Emphasis Patrol Activity Logs in WEMS within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed above.

ADVANCE PAYMENTS PROHIBITED

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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. Upon agreement by the AGENCY and the local TZM, allocation categories may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific category. Any increase in allocation exceeding 50% will require an amendment to this document.

STATE AND FEDERAL TERMS AND CONDITIONS

ALL WRITINGS CONTAINED HEREIN

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

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld. The AGENCY shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

BUY AMERICA ACT

The AGENCY will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The AGENCY shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the WTSC, or as may be required by law.

COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E. The AGENCY shall not utilize Federal grant funds to replace routine and/or existing State or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

COVENANT AGAINST CONTINGENT FEES

The AGENCY warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the AGENCY for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the AGENCY, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the AGENCY (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the AGENCY shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The AGENCY shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The AGENCY shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the AGENCY will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the AGENCY shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

- (i) the entity in the preceding fiscal year received—
 - I. 80 percent or more of its annual gross revenues in Federal awards;
 - II. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986;

FEDERAL LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Terms and Conditions of this agreement;
- c. Any Amendment executed under this Contract;
- d. Any Statement of Work executed under this Contract; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

INCOME

Income earned by the AGENCY with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

INDEMNIFICATION

To the fullest extent permitted by law, the AGENCY shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. The AGENCY's obligation to indemnify, defend, and hold harmless includes any claim by the AGENCY's agents, employees, representatives, or any subAGENCY or its employees.

The AGENCY expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to AGENCY's or any subAGENCY's performance or failure to perform the Contract.

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

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

LICENSING, ACCREDITATION AND REGISTRATION

The AGENCY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

NONDISCRIMINATION

The AGENCY will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
4. the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
5. The Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
6. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
11. The requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. 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.

POLITICAL ACTIVITY (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years

after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

RIGHT OF INSPECTION

The AGENCY shall provide right of access to its facilities to the WTSC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The AGENCY shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The AGENCY shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC and the State Of Washington. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the AGENCY hereby irrevocably assigns all right, title, and interest in data, including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be 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.

The AGENCY may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

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 WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten day

notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

SEVERABILITY

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

STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the AGENCY or its staff shall be the sole responsibility of the AGENCY.

TERMINATION FOR CAUSE

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this contract, or violates any of these terms and conditions; the WTSC will give the CONTRACTOR written notice of such failure or violation, and may terminate this contract immediately. The CONTRACTOR may be given the opportunity to correct the violation or failure within 15 (FIFTEEN) days. If the CONTRACTOR is given the opportunity to correct the violation and the violation is not corrected within 15 (FIFTEEN) days, this contract may be terminated by written notice of the WTSC.

TERMINATION FOR CONVENIENCE

Either party may, by 30 (THIRTY) days written notice, terminate this contract. If this contract is so terminated, the WTSC 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.

TREATMENT OF ASSETS

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the AGENCY, for the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the WTSC upon delivery of such property by the AGENCY. Title to other property, the cost of which is reimbursable to the AGENCY under this contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this contract, or (ii)

- commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
2. Any property of the WTSC furnished to the AGENCY shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
 3. The AGENCY shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the AGENCY or which results from the failure on the part of the AGENCY to maintain and administer that property in accordance with sound management practices.
 4. If any WTSC property is lost, destroyed or damaged, the AGENCY shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
 5. The AGENCY shall surrender to the WTSC all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
 6. All reference to the AGENCY under this clause shall also include AGENCY 's employees, agents or SubAGENCIES.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

PRIMARY CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

The Primary Contact for the AGENCY is:	The Contact for WTSC is:
Name Title Mailing Address Phone Email	Angie Ward Program Manager PO BOX 40944 Olympia, WA 98504 – 0944 360-725-9888 award@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

AGENCY NAME

WA TRAFFIC SAFETY COMMISSION

Signature

Signature

Printed Name

Printed Name

Title *Date*

Title *Date*

Please return this signed Agreement to your Target Zero Manager:

**Karen Wigen
Spokane County Target Zero Task Force
1026 W Broadway 2nd Floor
Spokane, WA 99260**

Target Zero Manager will forward this signed document to:

WTSC
621 – 8th Avenue SW, Suite 409
PO Box 40944
Olympia, WA 98504-0944

Exhibit A

STATEMENT OF WORK

1. GOAL: To reduce traffic related deaths and serious injuries through aggressive impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols.
2. SCOPE OF WORK :

The specific dates for individual campaigns are subject to change.

Impaired Driving:

Agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following dates:

Holiday DUI Patrols; December 15, 2016 – January 1, 2017
Drive Sober or Get Pulled Over Labor Day DUI Crackdown;
August 18 – September 4, 2017.

These DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible statewide mobilization patrols shall begin after 4:00 p.m. and will occur Friday-Sunday.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Seat Belts:

Agency will engage in multijurisdictional HVE seat belt-focused patrols on some or all of the following dates as part of the national effort:

Click it or Ticket - May 22 - June 4, 2017

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible these patrols shall occur in areas with the lowest seat belt use. Ideally, these patrols will not begin before 4:00 pm.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Distracted Driving

Agency may engage in multijurisdictional HVE distracted driving focused patrols, as part of the national effort, for all or part the following dates:

U Drive. U Text. U Pay. – April 3 – 16, 2017

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of distracted driving violations.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Flex Patrols:

The local Task Force may coordinate local HVE impaired driving, seatbelt, distracted driving, or speeding patrols during the contract period. Refer to each section above for the scope of work for each category. Dates may not coincide with statewide patrol periods. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Refer to Exhibit B for patrol plan due dates. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

Pedestrian Safety Zones Project:

The proven strategy of Pedestrian Safety Zones, the use of data driven education (media, publicity, outreach), recent engineering improvements and high visibility enforcement in the pedestrian/driver crash locations. Both the city of Spokane and Spokane Valley have been proactive in creating and engineering a walkable city for their citizens. The engineering improvements will not be funded by WTSC.

The precise locations of the PSZs will be identified through data analyses of pedestrian fatal and serious injury crashes, selecting locations with the highest number of incidents in recent years.

In conjunction with public education coordinated by the Spokane County Target Zero Task Force (SCTZTF), patrols will enforce pedestrian laws regarding both drivers and pedestrians, using mutually agreed upon pedestrian enforcement protocols.

Working with the SCTZTF Target Zero Manager, officers who are working these patrols should be made aware of the offenses that most often lead to these serious crashes and match up their enforcement efforts as appropriate.

Enforcement shall be focused on the months designated for PSZ enforcement by the SCTZTF, and should be worked on the days of the week and times of day when the data shows the problems are most often happening. Additionally, these patrols should be coordinated with the Washington State Patrol as frequently as possible.

The heads of law enforcement agencies will ensure attendance at SCTZTF and PSZ meetings where pedestrian enforcement protocols and specific dates and locations will be agreed upon.

Enforcement funding will be delineated in each law enforcement agency's 2017 Interagency Agreement with WTSC.

Officers will complete the Emphasis Patrol Activity Logs and forward them to the SCTZTF representative within 48 hours of the completion of the PSZ patrols.

Paid and news media will be coordinated by the SCTZTF Target Zero Manager, who will keep the WTSC Program Manager and WTSC Communications staff informed. The SCTZTF Target Zero Manager may request the services of the WTSC Communications contractors for assistance with paid and news media if desired.

CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document will be followed. These protocols are incorporated in their entirety to this document by reference. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

Agency certifies that all officers participating in these patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions.

***The individual listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

[Redacted]

Name/Title

[Redacted]

Office Phone & e-mail

[Redacted]

Cell Phone

Exhibit B

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address impaired driving, distracted driving, speeding, and seat belt use. These mobilizations are funded by federal highway safety grants.

Goal

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

Method

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on impaired driving, distracted driving, speeding, and occupant protection enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that “extra enforcement patrols (with a particular focus) are going on now” so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of increased enforcement.

Definitions:

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.
- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, in a location determined by the local Target Zero Task Force.

Responsibilities

WTSC:

- Provide funding.
- Provide state/local traffic fatality and serious injury data.
- Coordinate paid media at the state level for statewide and local mobilizations (when possible).
- Lead news media efforts for:
 - Holiday DUI
 - Click It or Ticket
 - U Drive. U Text. U Pay.
 - Drive Sober or Get Pulled Over
- Summarize statewide enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Submit local patrol plans for local DUI, seat belt, speeding, and distracted mobilizations to the WTSC on quarterly basis:

Plans Due:	For local patrols planned from:
August 31, 2016	October 1 – December 31, 2016
October 31, 2016	January – March, 2017
January 30, 2017	April – June, 2017
April 30, 2017	July – September, 2017

*One yearly plan for local mobilizations may be submitted in lieu of four quarterly plans.

- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all IAAs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact, noted on page 3 of this agreement, prior to and during all mobilization dates.
- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct a minimum of three (3) self-initiated contacts per hour.
- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

Exhibit C

Federal Agency – National Highway Traffic Safety Administration

Funding Source	Grant Award #	Grant Award Name	CFDA #	HVE Categories
402	Section 402	State and Community Highway Safety Program	20.600	Statewide DUI, Distracted Driving, Seat Belt, Local Flex, Speed, Motorcycle
402	Section 402	Spokane County Pedestrian Safety Zones	20.600	Pedestrian Safety
		National Priority Safety Programs		
405b	Map-21 Section 405b	Occupant Protection	20.616	
405c	Map-21 Section 405c	State Traffic Safety Information Systems	20.616	
405d	Map-21 Section 405d	Impaired Driving Countermeasures	20.616	TZT
405d II	Map-21 Section 405d II	Impaired Driving Ignition Interlock	20.616	
405f	Map-21 Section 405f	Motorcycle Safety	20.616	



Agenda Sheet for City Council Meeting of: 10/24/2016

Date Rec'd	10/12/2016
Clerk's File #	OPR 2016-0826
Renews #	
Cross Ref #	
Project #	
Bid #	4245-16
Requisition #	BT

Submitting Dept	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
Contact Name/Phone	MELISSA X6087 WITTSTRUCK
Contact E-Mail	MWITTSTRUCK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1200 MONITORING OF FORECLOSURE PROPERTIES

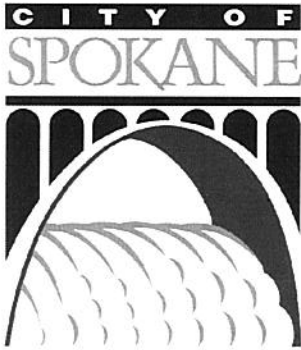
Agenda Wording

The contract with KB Construction provides the city with a vendor that will monitor registered foreclosure properties as required by SMC 17F.070.520. It's a companion contract to the Community Champions Registry.

Summary (Background)

Registered properties will be inspected by experienced vendor KB Construction and site conditions reported, with photo documentation as needed. Monitoring is anticipated to begin in November concurrent with Comm Champions onboarding city Registry. 2016 max cost estimate is \$11,000; 2017 max cost est is \$114,000. The Foreclosure Registry Program, with site monitoring, is funded by the annual \$350 per property fee.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 11,000	# 1200 58100 24600 54201	(2016)
Expense	\$ 114,000	# 1200 58100 24600 54201	(2017)
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	KEY, LISA	<u>Other</u>	10-3-16 CHE
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	htrautman@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	mwittstruck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	ckline@spokanecity.org	
		hwhaley@spokanecity.org	
		KB diz65@comcast.net	
		KB boltplus2@gmail.com	



City of Spokane
CONSULTANT AGREEMENT

Title: **Monitoring of Foreclosure Properties**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KB Construction**, whose address is 2031 West Rousseau Drive, Coeur d'Alene Idaho 83815 as ("Consultant").

WHEREAS, the purpose of this Agreement is to provide monitoring of Foreclosure Properties registered with the City of Spokane; and

WHEREAS, residential properties in various stages of the foreclosure process exist in several neighborhoods throughout the City of Spokane; and

WHEREAS, non-resident lenders and mortgagees may have little if any, interest in preventing properties which are in a stage of mortgage default or the foreclosure process from becoming a focal point for crime, graffiti, deterioration, or from becoming a factor in the reduced property values of the adjacent properties; and

WHEREAS, the City of Spokane's Comprehensive Plan emphasizes the importance of neighborhoods to the character, integrity, functionality, vibrancy, and resilience of our City and its people; and

WHEREAS, the City of Spokane seeks to reduce the number of abandoned or foreclosed buildings, homes or properties, and, through collection of a registration fee ("Fee"), which would finance the registration and monitoring of these properties, to proactively deter vandalism and detect decay, thereby protecting the quality/value of the building, home or property, and the integrity of the area in which it is located; and

WHEREAS, consistent monitoring of these properties would serve as a deterrent to vandalism, and provide timely notice of decay, thereby protecting the property values intrinsic to the area in which it is located. Certain registration, monitoring, and other requirements may be imposed on the owners or lien holders of these properties in order to minimize, if not eliminate, some of the adverse effects those properties have on the City, community, and its residents; and

WHEREAS, the Consultant was selected from a Request for Proposal (RFP # 4245-16) on February 29, 2016; and,

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

1. TERM OF AGREEMENT.

The term of this Agreement begins within begins within thirty (30) days or November 1, 2016, whichever date is earlier, of execution of this Agreement, and ends on October 31, 2018, unless amended by written mutual agreement, in the form of an Amendment to this Agreement or terminated earlier under the provisions herein.

Agreement renewals or extensions shall be initiated at the sole discretion of the City and subject to mutual agreement. This Agreement may be extended upon mutual agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon approval of the Spokane City Council and receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work of this Agreement shall be performed in accordance with the Consultant's Scope of Services submitted to the City in response to the City's *Request for Proposal (RFP) # 4245-16*, described in Exhibit A, which is attached to and made a part of this Agreement.

The Consultant shall provide the following services for the City:

Monitoring of Foreclosure Properties as defined by Spokane Municipal Code Section 17F.070.520 and as designated by Code Enforcement Neighborhood and Housing Specialist and in accordance with City monitoring standards. Monitoring is to include photographing and reporting of security, cleanliness and other conditions as needed at the direction of the City. Documentation of monitoring visits and conditions reporting must be timely provided to the City. Generally, monitoring visits will be completed and reported by the 5th business day of each month, with the exception of open and unsecured properties which must be documented and reported upon discovery. Must be able to supply own transportation, camera, secure internet connection for uploading photos and reporting forms etc. The estimated range of the number of properties is 200 – 1,000 annually, therefore costs are to be provided per property. Services are to be provided at many different locations, all within the City Limits.

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

4. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00)** for 2016, and shall be for a maximum amount not to exceed **ONE HUNDRED AND FOURTEEN THOUSAND AND NO/100 DOLLARS (\$114,000.00)** for 2017, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to ACCOUNTING DEPARTMENT, Code Enforcement Neighborhood and Housing ("CNS") Division Accountant, Administration Office, 808 West Spokane Falls Blvd Spokane, WA Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

Invoices under these Agreements shall clearly display the following information:

- Invoice Date and Invoice Number
- OFFICE OF NEIGHBORHOOD SERVICES AND CODE ENFORCEMENT
- City Project Coordinator: **Melissa Wittstruck**
(Please do not put Project Coordinator name in the address portion of the invoice)
- Contract Title: Monitoring of Foreclosure Properties
- Period covered by the invoice

- Address of Properties Monitored

5. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Code Enforcement Department City of Spokane 6 th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	KB Construction 2031 W. Rousseau Dr. Coeur d'Alene ID 83815

6. TAXES, FEES AND LICENSES.

- Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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 Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered

into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, and for its material breaches of this Agreement. It is not the intent of this Section to limit this understanding.

10. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. AUDIT.

The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants 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 Agreement, the federal law shall prevail.

12. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

13. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING.

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

16. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

17. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

18. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

19. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

20. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

21. STANDARD OF PERFORMANCE.

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

22. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

23. ANTI KICK-BACK.

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

24. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Spokane are public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

25. MISCELLANEOUS PROVISIONS.


- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions

("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KB CONSTRUCTION

By  10-6-16
Signature Date
Gary Ken
Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Consultant's submittal in response to City's *Request for Proposal (RFP) # 4245-16*

KB Construction

2031 W. Rousseau Dr.

Course D Alene ID 83815

208-755-7863

boltplus2@gmail.com

3-21-16

Melissa Wittstuck

Neighborhood Services & Code Enforcement

508-625-6087

mwittstuck@spokanecity.org

The following proposal bid is for RFP #4245-16 regarding the monitoring of foreclosure properties in the City of Spokane

Staffing would be as follows

Chris Bolt 5 years experience with property monitoring.

Gary Kent 5 years experience with property monitoring.

Contractor & staff have 25 years experience working with the City of Spokane.

Contractor has never had a contract terminated

Business is operated as a Sole Proprietorship

Equipment needed includes the following.

Car

Printer

Smart phone

Mobile internet

Email

Reports

Writing utensils

References

T.G. Properties. Contact Marlene 509-822-0801/ Commercial

Ayne Bolt. 509-990-0874/ Residential

Garys Door Service. Contact Gary 509-701-5706

Cost Breakdown of Monitoring Foreclosure.

\$9.50 plus tax per property monitored.

Any additional service provided shall be billed out as T&M at \$60.00 per hour per man & 20% on any material costs.

Example. The monitoring of 100 properties would be \$950.00 tax \$92.15 Total \$1042.15.

Total cost of project will depend on the number of properties monitored in a one year period.



Christopher Ayne Bolt

KB Construction

2031 W. Rousseau Dr.

Coeur D' Alene ID 83815

208-755-7863 Email boltplus2@gmail.com

Contractor Registration: KBCONC*87CJ City of Spokane Business License #T12053675 BUS

Contractor will operate through out the entire City of Spokane.

Contractor will comply with all terms and conditions set forth in the Request for Proposals,
unless otherwise agreed by the City.

BRIEFING PAPER
Monitoring of Foreclosure Properties - Contract
Office of Neighborhood Services-Code Enforcement
September 29, 2016

Subject

The contract with KB Construction provides the city with a vendor that will monitor registered foreclosure properties as required by SMC 17F.070.520. This contract is a companion contract to the Community Champions Foreclosure Registry agreement that was approved by Council on September 19, 2016.

Background

The purpose of the Foreclosure Property Registry Program is to take a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. Ideally, it will divert properties from the Building Official hearing process. The annual registration fee is paid by the mortgagee, loan servicer, trustee, etc - not the mortgagor. The registration fee provides the revenue for the required city monitoring.

KB Construction submitted the successful proposal to the Foreclosure Monitoring RFP. Registered properties will be inspected regularly and site conditions reported, with photographic documentation as needed. There are approximately 530 active registrations that will shortly be sent to Community Champions to onboard into their electronic database and begin fee collection. Site monitoring is anticipated to begin in November, pending Council approval of the contract.

Impact

Monitoring of registered foreclosure properties will increase the probability of catching these properties before they become nuisance problems for neighborhoods, identify existing problem properties, and flag safety concerns for Code Enforcement, Building, Police, and Fire, as well as updating Utilities' information on unoccupied properties with outstanding balances. Note that most lenders are monitoring their properties in foreclosure. However, experience in Code Enforcement shows that property preservation has not always followed. In addition, due to a July 2016 Washington Supreme Court decision, nearly all lender initiated property preservation has ceased statewide, although monitoring continues. This situation heightens the importance of the required city monitoring program so that unsecure buildings and code violations such as graffiti and illegal dumping will be identified and addressed.

Funding

The Foreclosure Registry Program, including site monitoring, is funded by the annual per property registration fee. The \$350 fee provided in the Spokane Municipal Code (SMC) 17F.070.520 covers the costs of the electronic registry vendor (\$100), city monitoring vendor required by the SMC (\$114 per property per year), and the remainder revenue to budget city administration of the program.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/12/2016
Clerk's File #	OPR 2016-0827
Renews #	
Cross Ref #	
Project #	
Bid #	4271-16
Requisition #	

Submitting Dept	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
Contact Name/Phone	CHARLIE KLINE 625-6858
Contact E-Mail	CKLINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	BOARDING AND MONITORING CONTRACT

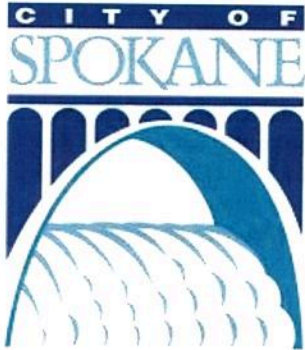
Agenda Wording

Contract for services for boarding and monitoring buildings using funding from the Code Enforcement budget. The contract is for a maximum of \$50,000.

Summary (Background)

Buildings are boarded and monitored by order of the Building Official through the hearing process outlined under SMC 17F.070. The contract for these services with KB Construction was signed after a request for proposals was issued by the City of Spokane in 2016. The current contract expires October 31, 2016. This contract is for the Building Official hearing process only, and separate from foreclosure monitoring.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 50000	#	1200-58100-38148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	KEY, LISA	<u>Other</u>	CHE 10/3/2016
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	hwhaley@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	mwittstruck@spokanecity.org	
<u>Additional Approvals</u>		htrautman@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	mhughes@spokanecity.org	
		boltplus2@gmail.com	



City of Spokane

**HOME BOARDING AND
MONITORING AGREEMENT**

Project Title: City's Code Enforcement Department Home Boarding
and Monitoring Program

This CODE ENFORCEMENT HOME BOARDING AND MONITORING AGREEMENT ("Agreement") is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CHRISTOPHER BOLT D/B/A KB CONSTRUCTION**, whose address is 2031 West Rousseau Drive, Coeur d'Alene, Idaho 83815 as ("Contractor").

WHEREAS, the purpose of this Agreement is for the City Code Enforcement Department to contract with a Home Boarding and Monitoring contractor for the annual work of securing and monitoring vacant or foreclosed properties within the City's purview; and

WHEREAS, this Contractor was selected through RFP #4271-16 issued by the City, which resulted in a contractor capable of performing both Code Enforcement's personal services work pertaining to the Home Monitoring portion, as well as the necessary Public Works component involving the actual physical Home Boarding of the structure.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 31, 2016, and end October 30, 2017, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor shall provide *Home Boarding and Home Monitoring Work* for the City in accordance with the Contractor's Proposal in response to the City's RFP #4271-16. The Contractor's General Scope of Work for the *Code Enforcement Home Boarding and Home Monitoring Work* to be performed under this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed the bid amount, which is **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, not including taxes if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement. Prior to Contractor receiving payment from the City for the physical boarding up Work under this Agreement the Contractor shall have on file with the City: 1) Certificate of Insurance (COI); 2) City of Spokane Business License documents (*Section 7 below*); 3) the two (2) Washington State Labor & Industries (L&I) forms ("Statements of intent to pay State Prevailing Wages" and "Affidavits of State Prevailing Wages Paid") (*Section 6A below*).

The Contractor shall submit its applications for payment to the City of Spokane's Code Enforcement Department, Administration Office, 6th Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the Work/project included in this Agreement shall be included in the project budgets.
- C. Contractor shall provide the City ALL scale/weight tickets paid to the licensed solid waste facility accepting debris removed from the Work site.

6. PUBLIC WORKS.

The following public works requirements apply to the physical "boarding up" Work of the openings (primarily exterior access points such as: doors and windows) of the various properties being monitored under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Agreement by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

Contractor's indemnification shall specifically include all claims for loss or liability because of wrongful payment under Uniform Commercial Code, Section 9-318, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

10. INSURANCE.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability

coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

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

11. FEES FOR WASHINGTON'S LABOR & INDUSTRY (L&I) FILINGS. (Section 6 above).

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

12. SUBCONTRACTOR RESPONSIBILITY.

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

13. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

14. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The

Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

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

16. STANDARD OF PERFORMANCE.

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

17. ANTI KICK-BACK.

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

18. CONSTRUAL.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

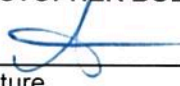
20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

CHRISTOPHER BOLT D/B/A KB CONSTRUCTION

By  10-6-16
Signature Date


Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Scope of Work from the Contractor's Proposal in response to the City's RFP # 4271-16

K B Construction

2031 W. Rousseau Dr
Coeur D. Alene ID 83815
208-755-7863
boltplus2@gmail.com

Aug 29, 2016

Heather Trautman
Neighborhood Services and Code Enforcement
(509)625-6854
htrautman@spokanecity.org

The following proposal bid is for RPF #4282-16 regarding the boarding and monitoring of unsecured properties City of Spokane

Staffing will be as follows:

Gary Kent-20 years prior experience with boardups
26 years experience in the construction

Chris Bolt-14 years experience with boardups
24 years experience in the construction field

Contractor & staff have 20 plus years experience working with the City of Spokane.

Contractor has never had a contract terminated.

Business is operated as a Sole Proprietorship.

Calls will be taken 24 hours a day by Gary Kent 509-710-8631 and Chris Bolt 208-755-7863.
Materials and equipment will be readily available at all times. After the intake process staff will be dispatched immediately.

Equipment needed includes the following:

Generator
Screw Guns
Drills
Skill saw
Pick up truck
Saw horses
Saws all
Power cord
Assorted Ladders
Safety equipment

References:

T.G. Properties : Contract Marlene 509-822-0801 / Commercial
Ayne Bolt: 509-990-0874 / Residential
Garys Door Service: Contact Gary 509-701-5706

Cost Breakdown of Boardups

\$60 per hour per man ~~_____~~

Cost of materials plus 20%

\$65 flat rate charge per boardup for equipment maintenance

The cost of a boardup will vary due to number of openings to be boarded. Average cost is \$500.00

In regards to the monitoring process the breakdown is as follows:

\$9.50 plus tax per property monitored

Additional costs for repairs due to damage will be charged at the following rate:

Labor costs to be charged at \$60 per hour per man

Costs of materials plus 20%

Total cost of the project will depend on the number of Boardups performed in a one year period.



8-29-16

Chris Bolt

KB Construction

2031 W. Rousseau Dr

Coeur D'Alene ID 83815

509-710-8631 Email: boltplus2@gmail.com

Contractor Registration: KBCONC187CJ City of Spokane Business License #T12053675 BUS

Contractor will store and operate all operations for this project at 15104 N. Ferrall St. Mead, WA 99021.

Contractor will comply with all terms and conditions set forth in the Request for Proposals unless other wise agreed by the City.

DAVID A. CONDON PRIVATE
MAYOR

August 15, 2016



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

ADDENDUM NO. 1

RFP #4282-16 Boarding/Monitoring of Unsecured Properties

This Addendum #1 is being issued to answer some questions that have been asked:

How many houses has the City been boarding per week/month?

This varies. It could include initial boardings and re-securing of damaged boardings.

How many houses are currently on the monthly inspections list?

We have about 95 properties to monitor monthly in the process right now, but this number fluctuates depending on the amount of properties in the process.

What is the definition of cleanliness regarding a vacant property inspection?

Code Enforcement needs to know about issues with illegal dumping, solid waste (more than a cubic foot), junk or abandoned vehicles, and tall and dry vegetation (only during fire season).

Will the City provide the signage for posting/re-posting or is this an expense to the boarding company?

The city provides it.

Which other public agencies, under the Inter-local Purchase Agreements, have used the boarding/ securing/inspecting services being provided within this proposal?

Spokane Police Department is the only agency that takes advantage of this agreement for securing properties, but other agencies could potentially.

Are the City police and fire departments considered public agencies? What entities are considered as other public agencies?

Yes. Spokane Police Department is the only agency that takes advantage of this agreement for securing properties, but other agencies could potentially.

A handwritten signature in black ink that reads "Thea Prince".

Thea Prince, Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR QUOTE, OR THE QUOTE MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company

KB Construction
2031 W Rousseau Dr
Coeur D'Alene ID 83815
208-755-7863

Authorized Signature

A handwritten signature in blue ink, appearing to be a stylized 'J' or 'K' with a long horizontal stroke extending to the right.

1

BID #4282-16
Addendum 1 – 8/15/16

DAVID A. CONDON PRIVATE
MAYOR



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

August 19, 2016

ADDENDUM NO. 2

RFP #4282-16 Boarding/Monitoring of Unsecured Properties

This Addendum #2 is being issued to extend the due date by one week to Monday, August 29, 2016.

C. DUE DATE

It is the responsibility of the Proposer to be sure its Proposals are sent sufficiently ahead of time to be received no later than 1:00 PM local time on Monday,
August 29, 2016.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late. 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 Proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

Thea Prince, Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR QUOTE, OR THE QUOTE MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company KB Construction
2031 W Rousseau Dr
Coeur D'Alene ID 83815
208-755-7863

Authorized Signature

A handwritten signature in black ink, consisting of a stylized 'K' followed by a long horizontal line extending to the right.

1
BID #4282-16
Addendum 2 - 8/19/16

DAVID A. CONDON PRIVATE
MAYOR



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

August 19, 2016

ADDENDUM NO. 3

RFP #4282-16 Boarding/Monitoring of Unsecured Properties

This Addendum #3 is being issued to add Prevailing Wages requirement for the "Boarding" portion of this RFP.

The "boarding" work under this contract is classified as routine maintenance under state law.

A. Wages paid by the Contractor shall not be less than the prevailing wage in the same trade or occupation in Spokane County as determined by the industrial statistician of the State Department of Labor and Industries.

Current prevailing wage data can be obtained from the City of Spokane Contract Compliance Division (509) 625-6225 or Washington State Department of Labor and Industries (509) 324-2585 or online at www.lni.wa.gov/prevailingwage.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

B. A payment/performance bond is NOT required

C. Statutory retainage is NOT required

FILING FEES. The fee for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" is \$40 for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the State Department of Labor and Industries. Reimbursement for the paid fees will be added to the amounts due the Contractor if the Contractor submits to the City prior to

final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.

STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

Thea Prince

Thea Prince, Purchasing

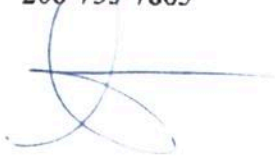
PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR QUOTE, OR THE QUOTE MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company

KB Construction
2031 W Rousseau Dr
Coeur D'Alene ID 83815
208-755-7863

Authorized Signature



DAVID A. CONDON PRIVATE
MAYOR



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

August 23, 2016

ADDENDUM NO. 4

RFP #4282-16 Boarding/Monitoring of Unsecured Properties

This Addendum #4 is being issued to provide what labor group the "boarding" part of this RFP should be using.

Step	Occupation	Begin Hours	End Hours	Apprentice Wage	Holiday	Overtime	Note
Step 1	Laborer/Eastern WA Spokane Area/Registered Prior to 6/1/2012	1	1000	\$25.92	7B	1M	
Step 2	Laborer/Eastern WA Spokane Area/Registered Prior to 6/1/2012	1001	2000	\$28.37	7B	1M	
Step 3	Laborer/Eastern WA Spokane Area/Registered Prior to 6/1/2012	2001	3000	\$30.81	7B	1M	
Step 4	Laborer/Eastern WA Spokane Area/Registered Prior to 6/1/2012	3001	4000	\$33.26	7B	1M	
Step 1	Laborer/Eastern WA Spokane Area/Registered On or After 6/1/2012	1	1000	\$25.92	7B	1M	
Step 2	Laborer/Eastern WA Spokane Area/Registered On or After 6/1/2012	1001	2000	\$28.37	7B	1M	
Step 3	Laborer/Eastern WA Spokane Area/Registered On or After 6/1/2012	2001	3000	\$30.81	7B	1M	
Step 4	Laborer/Eastern WA Spokane Area/Registered On or After 6/1/2012	3001	4000	\$32.04	7B	1M	
Step 5	Laborer/Eastern WA Spokane Area/Registered On or After 6/1/2012	4001	5000	\$33.26	7B	1M	
Step 6	Laborer/Eastern WA Spokane Area/Registered On or After 6/1/2012	5001	6000	\$34.49	7B	1M	

Thea Prince

Thea Prince, Purchasing

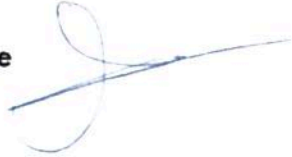
PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR QUOTE, OR THE QUOTE MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company

KB Construction
2031 W Rousseau Dr
Coeur D'Alene ID 83815
208-755-7863

Authorized Signature

A handwritten signature in blue ink, consisting of a large, stylized 'S' or 'J' shape with a horizontal line extending to the right.

1
BID #4282-16
Addendum 4 – 8/23/16

KB Construction

2031 W Rousseau DR
Coeur D Alene, ID 83815
United States
(208)755-7863
BOLTPLUS2@GMAIL.COM

INVOICE

BILL TO

City of spokane
code Enfocement
808 W Spokane Falls Blvd
spokane, wa 99201 spokane

INVOICE # 1202**DATE** 06/27/2016**DUE DATE** 07/27/2016**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
Material Fasteners	1	1.98	1.98T
Material 4X8X1/2 plywood	1	26.77	26.77T
Labor Hours labor to repair boarding at 1114 E. Bridgeport 6-21-16.	1	60.00	60.00T

SUBTOTAL 88.75
TAX (8.7%) 7.72
TOTAL 96.47
BALANCE DUE **\$96.47**

KB Construction

2031 W Rousseau DR
Coeur D Alene, ID 83815
United States
(208)755-7863
BOLTPLUS2@GMAIL.COM

INVOICE

BILL TO

City Attorney
SPD ATTN: Doris Straggier
808 W. Spokane Falls Blvd.
Spokane, WA 99021

INVOICE # 1181**DATE** 06/14/2016**DUE DATE** 07/14/2016**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
Material Fasteners	1	20.98	20.98T
Material 4X8X1/2 plywood	18	26.77	481.86T
Service Equipment Maintenance	1	65.00	65.00T
Service Disposal Fee	1	10.35	10.35T
Labor Hours labor to board up 4579 N. Hawthorn 6-2-16.	8	60.00	480.00T

SUBTOTAL 1,058.19
TAX (8.7%) 92.06
TOTAL 1,150.25
BALANCE DUE **\$1,150.25**

KB Construction

2031 W Rousseau DR
Coeur D Alene, ID 83815
United States
(208)755-7863
BOLTPLUS2@GMAIL.COM

INVOICE

BILL TO

City of spokane
code Enfocement
808 W Spokane Falls Blvd
spokane, wa 99201 spokane

INVOICE # 1189**DATE** 06/14/2016**DUE DATE** 07/14/2016**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
Material Fasteners	1	3.98	3.98T
Material 4X8X1/2 plywood	3	26.77	80.31T
Labor Hours labor to repair boarding at 2001 W. 7th 6-6-16.	1.50	60.00	90.00T

SUBTOTAL	174.29
TAX (8.7%)	15.16
TOTAL	189.45
BALANCE DUE	\$189.45

BOLT, CHRISTOPHER AYNE
KB CONSTRUCTION
2031 W ROUSSEAU DR
COEUR D ALENE ID 83815-9153



STATE OF
WASHINGTON

Sole Proprietor

CHRISTOPHER AYNE BOLT
KB CONSTRUCTION
2031 W ROUSSEAU DR
COEUR D ALENE, ID 83815-9153

BUSINESS LICENSE

Unified Business ID #: 603274689
Business ID #: 001
Location: 0001
Expires: Feb 28, 2017

TAX REGISTRATION

CITY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS

REGISTERED TRADE NAMES:
KB CONSTRUCTION

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Vikki Smith

Director, Department of Revenue

BRIEFING PAPER

Monitoring of Foreclosure Properties - Contract Office of Neighborhood Services-Code Enforcement September 29, 2016

Subject

The contract with KB Construction provides the city with a vendor that will monitor registered foreclosure properties as required by SMC 17F.070.520. This contract is a companion contract to the Community Champions Foreclosure Registry agreement that was approved by Council on September 19, 2016.

Background

The purpose of the Foreclosure Property Registry Program is to take a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. Ideally, it will divert properties from the Building Official hearing process. The annual registration fee is paid by the mortgagee, loan servicer, trustee, etc - not the mortgagor. The registration fee provides the revenue for the required city monitoring.

KB Construction submitted the successful proposal to the Foreclosure Monitoring RFP. Registered properties will be inspected regularly and site conditions reported, with photographic documentation as needed. There are approximately 530 active registrations that will shortly be sent to Community Champions to onboard into their electronic database and begin fee collection. Site monitoring is anticipated to begin in November, pending Council approval of the contract.

Impact

Monitoring of registered foreclosure properties will increase the probability of catching these properties before they become nuisance problems for neighborhoods, identify existing problem properties, and flag safety concerns for Code Enforcement, Building, Police, and Fire, as well as updating Utilities' information on unoccupied properties with outstanding balances. Note that most lenders are monitoring their properties in foreclosure. However, experience in Code Enforcement shows that property preservation has not always followed. In addition, due to a July 2016 Washington Supreme Court decision, nearly all lender initiated property preservation has ceased statewide, although monitoring continues. This situation heightens the importance of the required city monitoring program so that unsecure buildings and code violations such as graffiti and illegal dumping will be identified and addressed.

Funding

The Foreclosure Registry Program, including site monitoring, is funded by the annual per property registration fee. The \$350 fee provided in the Spokane Municipal Code (SMC) 17F.070.520 covers the costs of the electronic registry vendor (\$100), city monitoring vendor required by the SMC (\$114 per property per year), and the remainder revenue to budget city administration of the program.



Agenda Sheet for City Council Meeting of:
10/24/2016

<u>Date Rec'd</u>	10/12/2016
<u>Clerk's File #</u>	CPR 1981-0402
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	BRANDY COTE 625-6774
<u>Contact E-Mail</u>	BCOTE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENT OF RICHARD CHASE TO THE SPOKANE PARK BOARD

Agenda Wording

Appointment of Richard Chase to the Spokane Park Board, to fill a vacated term expiring on 2/7/17.

Summary (Background)

Appointment of Richard Chase to the Spokane Park Board, to fill a vacated term expiring on 2/7/17.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		bcote@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	pclarke@spokanecity.org	
<u>Additional Approvals</u>		leadie@spokanecity.org	
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	ORD C35445
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
Contact Name/Phone	HEATHER 625-6854 TRAUTMAN
Contact E-Mail	HTRAUTMAN@SPOKANECITY.ORG
Agenda Item Type	Emergency Budget Ordinance
Agenda Item Name	1380 EMERGENCY BUDGET ORDINANCE FOR TRAFFIC CALMING

Agenda Wording

Emergency budget ordinance to accompany the City Council approval on September 19, 2016, of the Cycle 5 Traffic Calming Projects from Photo Red Funding.

Summary (Background)

The City Council by resolution sets aside up to \$450,000.00 annually for safety and speed related projects in neighborhoods from the Traffic Calming funding also known as the Photo Red Camera program. For 2016 (Cycle 5) the City Council approved neighborhoods applications for projects. Twelve projects were put out to bid and the bid amount is higher than the annual amount set aside for Traffic Calming projects, an Emergency Budget Ordinance is needed to fund the projects from the account for a total of \$684,243.00.

Fiscal Impact

Expense	\$ 684,243.00
Select	\$
Select	\$
Select	\$

Budget Account

1380 various
#
#
#

Approvals

<u>Dept Head</u>	TRAUTMAN, HEATHER
<u>Division Director</u>	KEY, LISA
<u>Finance</u>	KECK, KATHLEEN
<u>Legal</u>	SZAMBELAN, TIM
<u>For the Mayor</u>	DUNIVANT, TIMOTHY

Council Notifications

<u>Study Session</u>	9/12/16 Public Safety and 10/17/16 PED
<u>Other</u>	

Additional Approvals

<u>Purchasing</u>	

Distribution List

mhughes@spokanecity.org
kmyers@spokanecity.org
kmiller@spokanecity.org
htrautman@spokanecity.org

ORDINANCE NO C35445

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Traffic Calming Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Traffic Calming Fund, and the budget annexed thereto with reference to the Traffic Calming Fund, the following changes be made:

FROM:	1380-99999	Traffic Calming	
	99999-	Unappropriated Reserves	<u>\$ 684,243</u>
TO:	1380-24101	Traffic Calming	
	95300-56501	Construction of Fixed Assets	98,679
	95300-56592	Interfund Cost to Capital	14,802
	1380-24102	Traffic Calming	
	95300-56501	Construction of Fixed Assets	56,107
	95300-56592	Interfund Cost to Capital	8,416
	1380-24103	Traffic Calming	
	95300-56501	Construction of Fixed Assets	440,208
	95300-56592	Interfund Cost to Capital	66,031
			<u>\$ 684,243</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to enter into contract for the 2015 Traffic Calming Projects and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
CHE Committee
City of Spokane
Neighborhood and Business Services Division
October 11, 2016

Subject

Proposed emergency budget ordinance to accompany the City Council approval on September 19, 2016, of the Cycle 5 Traffic Calming Projects from Photo Red Funding.

Background

The City Council by resolution sets aside up to \$450,000.00 annually for safety and speed related projects in neighborhoods from the Traffic Calming funding also known as the Photo Red Camera program. For 2016 (Cycle 5) the City Council approved neighborhoods applications for projects, of which twelve projects were put out to bid by Integrated Capital Management. Due to the bid amount being over the annual amount set aside for Traffic Calming projects an Emergency Budget Ordinance is needed to fund the projects from the account for a total of \$684,243.00. This was briefed at several City Council study sessions including the September 12th Public Works Committee meeting.

Impact

The Emergency Budget Ordinance funds the Cycle 5 projects contract for construction approved by the City Council on September 19th. All other costs for the program are covered under the current 2016 budget.

Action

This item is proposed to be placed on the City Council consent agenda for October 17th for advanced review and the 24th for City Council action. The action requested is approval of the EBO.

Funding

The EBO would be funded from the reserves for the Traffic Calming Budget which were \$1,154,775 as of September 9, 2016. Portions of this reserve are committed to operating costs, but have been accounted for in the remaining 2016 budget for Traffic Calming. This does not use funds from the School Zone cameras.



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	RES 2016-0086
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	SALVATORE J. 625-6818 FAGGIANO
Contact E-Mail	SFAGGIANO@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	RESOLUTION APPROVING SETTLEMENT

Agenda Wording

Resolution approving settlement of Claim for Damages filed by Mary C. Cairns, arising out of an incident on May 10, 2014

Summary (Background)

This claim was settled through mediation.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 70,000.00	# 5800-78100-14780-54601
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	10/3&10/2016 Executive Session

<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	sfaggiano@spokanecity.org
<u>For the Mayor</u>	CODDINGTON, BRIAN	dstragier@spokanecity.org

<u>Additional Approvals</u>	
<u>Purchasing</u>	

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Mary C. Cairns on January 9, 2015. Included with the City as a potentially named defendant is Vincent G. Dressel and Janet L. Dressel d/b/a Dressel Properties, Inc., arising out of an incident on May 10, 2014, in the City of Spokane, as more fully described in the claim for damages; and

WHEREAS, the City has determined to resolve all claims with Claimant and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of SEVENTY THOUSAND DOLLARS (\$70,000.00).

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes that payment in the amount of SEVENTY THOUSAND and NO/100 DOLLARS (\$70,000.00), to be paid to Claimant through her counsel, Quillen Law, P.S., in trust for Mary C. Cairns, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	RES 2016-0087
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	NATE ODLE 625-6288
Contact E-Mail	NODLE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	RESOLUTION APPROVING SETTLEMENT

Agenda Wording

Resolution approving settlement of Brian Breen v. City of Spokane lawsuit.

Summary (Background)

City of Spokane is a defendant in litigation brought in the Spokane County Superior Court under the caption Brian Breen v. City of Spokane, Cause No. 16-2-0338-2, arising out from alleged violations of the Washington Public Records Act. This lawsuit was settled through mediation.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 50,000.00	#	5800-78100-14780-54601
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	10/10/16
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	nodle@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	jasampson@spokanecity.org	
<u>Additional Approvals</u>		sdhansen@spokanecity.org	
<u>Purchasing</u>			

RESOLUTION NO. 2016-0087

RESOLUTION APPROVING SETTLEMENT OF
BRIAN BREEN V. CITY OF SPOKANE LAWSUIT

WHEREAS, the City of Spokane is a defendant in litigation brought in the Spokane County Superior Court under the caption *Brian Breen v. City of Spokane*, Cause No. 16-2-0338-2, arising out from alleged violations of the Washington Public Records Act (RCW Ch. 42.56) as more fully described in the Complaint filed in said cause, and

WHEREAS, the City has determined to resolve all claims with Plaintiff and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of FIFTY THOUSAND and NO/100 DOLLARS (\$50,000.00).

WHEREAS, Plaintiff has agreed to accept said payment and in return to dismiss with prejudice his underlying lawsuit and any and all claims against the City.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes that payment in the amount of FIFTY THOUSAND and NO/100 DOLLARS (\$50,000.00), to be paid to Plaintiff Brian Breen and his counsel, without admission of fault or liability, as a full settlement and compromise of the above-referenced lawsuit. In exchange, Plaintiff will dismiss the underlying lawsuit with prejudice and without costs of said litigation, and provide a signed release fully extinguishing all claims held, asserted or un-asserted, by Plaintiff in connection with the case and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said case and/or claim for damages or other relief.

PASSED the City Council this ____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/6/2016
Clerk's File #	RES 2016-0088
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - RESOLUTION FOR STREET VACATION - 5TH AVENUE AND BROWNE STREET		

Agenda Wording

Resolution setting a hearing before the City Council for November 21, 2016 for the vacation of the alley between 4th Ave. and 5th Ave. from McClellan St. to Browne St., as requested by Sacred Heart Medical Center. (Cliff/Canon Neighborhood Council)

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	KEY, LISA	<u>Other</u>	PED 9/19/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	ebrown@spokanecity.org	
<u>Additional Approvals</u>		edjohnson@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	
		htrautman@spokanecity.org	
		cbrazington@spokanecity.org	

RESOLUTION 2016-0088

WHEREAS, on August 16, 2016, the Spokane City Council received a petition for the vacation of the alley between 4th Avenue and 5th Avenue, from McClellan Street to Browne Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between 4th Avenue and 5th Avenue, from McClellan Street to Browne Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between 4th Avenue and 5th Avenue, from McClellan Street to Browne Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **November 21, 2016**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

P1605172VACA



Right of Way Description:

Vacation of the alley between 4th Avenue and 5th Avenue - From Browne Street to McClellan Street

Legend



Vacation Area

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



DISTRIBUTION LIST
VACATION OF 5TH AND BROWN VACATION

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
MARTHA STEVENSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

TDR, INC.
10 E 3RD AVE
SPOKANE, WA 99202-1408

AA INVESTORS, LLC
3933 LAKE WASHINGTON BLVD #100
KIRKLAND, WA 98033

DISTRIBUTION LIST
VACATION OF 5TH AND BROWN VACATION

U-HAUL REAL EST
PO BOX 29046
PHOENIX,AZ85038-9046

MILLER, KEVIN
7415 32ND AVE NW
SEATTLE,WA98117

DOUGLASS, HARLAN D
815 E ROSEWOOD AVE
SPOKANE,WA99208-5507

RAT ROD ARCHITECTURE, LLC
22 W MAIN AVE #5
SPOKANE,WA99201-0106

MMZ PROPERTIES, LLC
525 S BERNARD ST
SPOKANE,WA99204-2511

MORIN IRREVOCABLE TRUST
4616 W SAHARA AVE STE 360
LAS VEGAS,NV89102

DOUGLASS, HARLAN D
815 E ROSEWOOD AVE
SPOKANE,WA99208-5507

DOUGLASS, HARLAN D
815 E ROSEWOOD AVE
SPOKANE,WA99208-5507

BFS RETAIL & COMMERCIAL
OPERATIONS, LLC
333 E LAKE ST
BLOOMINGDALE,IL60108

SOUTHCLIFF PLAZA CONDOS
HMOWNRS ASSOC
214 W 6TH AVE #101
SPOKANE,WA99204

DICKS HAMBURGERS INC
10 E 3RD AVE
SPOKANE,WA99202-1408

DOUGLASS, HARLAN D
815 E ROSEWOOD AVE
SPOKANE,WA99208-5507

BFS RETAIL & COMMERCIAL
OPERATIONS, LLC
333 E LAKE ST
BLOOMINGDALE,IL60108

SOLITY PROPERTIES, LLC
609 N ARGONNE RD
SPOKANE,WA99212-2885

MORIN FAMILY TRUST
3433 S HIGH DR
SPOKANE,WA99203

PROVIDENCE HEALTH & SERVICES
WASHINGTON
1801 LIND AVE SW STE 9016
RENTON,WA98057-9016

DISTRIBUTION LIST
VACATION OF 5TH AND BROWN VACATION

FRESH RESTAURANT CONCEPTS, LLC 608 N ARGONNE RD SPOKANE,WA99212	PROVIDENCE HEALTH & SERVICES WASHINGTON 1801 LIND AVE SW STE 9016 RENTON,WA98057-9016
GVD COMMERCIAL PROPERTIES INC 909 W 1ST AVE STE B SPOKANE,WA99201-4001	BFS RETAIL & COMMERCIAL OPERATIONS, LLC 333 E LAKE ST BLOOMINGDALE,IL60108
DOUGLASS, HARLAN D 815 E ROSEWOOD AVE SPOKANE,WA99208-5507	GESELLSCHAFT, D 25 W 3RD AVE SPOKANE,WA99201-3607
VOLUNTEERS OF AMERICA OF SPOK 525 W 2ND AVE SPOKANE,WA99201-4301	CENTRAL LUTH 512 S BERNARD ST SPOKANE,WA99204
DIVINE CORP 203 W 3RD AVE SPOKANE,WA99201-3611	
INLAND EMPIRE OPTICAL, LLC 427 S BERNARD SPOKANE,WA99224	
PROVIDENCE HEALTH & SERVICES 1801 LIND AVE SW STE 9016 RENTON,WA98057-9016	
STAGE LEFT PROPERTIES, LLC 9408 E HOLMAN RD SPOKANE,WA99206	

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

10/17/2016

Date Rec'd

10/4/2016

Clerk's File #

ORD C35444

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6258

Project #**Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - AN ORDINANCE RELATING TO THE DOWNTOWN BID

Agenda Wording

This ordinance amends and updates the authorizing ordinance for the downtown Parking and Business Improvement Area (PBIA, or BID).

Summary (Background)

This ordinance would amend the authorizing ordinance for the downtown BID to correct the number of zones with representation in the ratepayer advisory board. That change necessitated an increase in the number of ratepayer advisory board seats to 19. The statutory duties of the security ambassadors were also amended to include assisting individuals in locating services downtown.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

SCOTT, ALEXANDER

Study Session**Division Director****Other**Finance Committee,
10/4//2016**Finance**

KECK, KATHLEEN

Distribution List**Legal**

ODLE, MARI

mrichard@downtownspokane.net

For the Mayor

CODDINGTON, BRIAN

Additional Approvals**Purchasing**

ORDINANCE NO. C35444

An ordinance relating to the downtown Parking and Business Improvement Area; amending sections 04.31.030 and 04.31.080 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 04.31.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.030 BID Programs

A. The revenues from the special assessments authorized by RCW 35.87A.010 and levied under SMC 4.31.040 shall be used for the following purposes:

1. Security Ambassador Program.
The City shall use, or cause to be used, BID assessment revenues to fund a uniformed security patrol (the "security ambassadors") in the BID for the purpose of assisting and providing information to citizens, local employees, visitors and the City police department. BID assessment revenues shall be used to provide the security ambassadors with customer service training designed to help local community members and visitors ~~((access))~~locate social services, ~~((and—locate))~~ businesses, attractions, and governmental services and to support individuals in ~~((accessing))~~locating appropriate social services.
2. Marketing and Promotional Programs.
The City shall use, or cause to be used, BID assessment revenues to fund marketing and promotional programs that:
 - a. seek to improve the overall image of the City's downtown business district;
 - b. recruit new businesses;
 - c. retain presently established businesses;
 - d. promote the BID as a place to visit, shop and enjoy goods, services and activities; and/or
 - e. support safe, convenient and efficient use of public transportation in the BID, including but not limited to support of commuter trip reduction programs and programs designed to improve air quality.

Such marketing and promotional programs may include collaborative promotional strategies, market research and media contact.

3. Parking and Transportation Programs.
The City shall use, or cause to be used, BID assessment revenues to fund parking and transportation programs that:
 - a. promote retail trade;

- b. provide or encourage a parking validation program (including free or discounted parking);
- c. provide or encourage maintenance, development and construction of parking facilities that support business and multifamily residential projects within the BID;
- d. provide or encourage parking alternatives that facilitate retail activities (such as a free or reduced-price ride program); and/or
- e. advocate the interests of BID businesses and multifamily residential projects for regional transportation solutions; and/or
- f. reduce the negative impacts of poverty, homelessness and mental health issues within the BID.

4. Maintenance Services.

The City shall use, or cause to be used, BID assessment revenues to fund maintenance services, including but not limited to sidewalk cleaning and sweeping, trash and debris removal from the sidewalk and trash receptacles, and removal of graffiti from public places and private improvements open to the public. Any maintenance program so implemented shall have the goal of maintaining the appearance of the common areas within the BID as clean and inviting places to visit and conduct business.

5. Special Events.

The City shall use, or cause to be used, BID assessment revenues to fund the sponsorship and promotion of special events within the BID that attract residents and visitors to BID.

6. Economic Development Support.

The BID may use or make available information derived from its assessment records to support efforts to attract jobs and investment in the BID as follows:

- a. Statistical, aggregated information that does not identify any ratepayer; and
- b. Any other business or property information only with the permission of the ratepayer(s) to whom it pertains.

- B. The security ambassador program and common area maintenance services described above shall be supplemental to existing street maintenance, refuse and police services, and are not intended to displace any services regularly provided by the City. Special assessment revenues may also be used for additional purposes consistent with RCW 35.87A.010 as determined by the city council.

Section 2. That section 04.31.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.080 Ratepayer Advisory Board

- A. Pursuant to RCW 35.87A.110, there is hereby created a ((~~seventeen-member~~))nineteen-member BID advisory board, to be known as the “Ratepayer Advisory Board.” The ratepayer advisory board shall not exceed a membership of

~~((seventeen))~~nineteen persons, who, if they are ratepayers, are in good standing either residing within the BID, owning property, or operating a “business” or “multifamily residential or mixed-use” projects in the BID. “Persons in good standing” are those ratepayers who are not more than sixty days delinquent on any BID assessment unless the ratepayer has appealed the BID assessment and is in the appeal process, in which case the ratepayer retains his or her “in good standing” status through completion of the appeal process.

- B. Board positions are designated by geography, business, and property type to ensure that the BID’s interests are well represented and served. To the extent individuals are willing to serve, Ratepayer Advisory Board positions consist of:
1. one individual each from zones one through ~~((five))~~six, respectively ~~((five))~~six positions);
 2. one individual from a retail business within the BID occupying more than twenty thousand square feet;
 3. one individual from a retail business located within the BID occupying less than twenty thousand square feet;
 4. the Superintendent of School District 81 or his/her designee;
 5. ~~((three))~~four individuals representing professional service businesses located within the BID, including ~~((one))~~such as ((attorney, one accountant, and one architect))legal services, accounting, and architecture;
 6. one individual from a non-profit organization which is either located within, or provides services inside, the BID;
 7. one individual from a small business located within the BID with up to twenty-five employees;
 8. one individual from a business located within the BID with more than twenty-five employees;
 9. two individuals who reside within the BID area; and
 10. one appointee from the City Council.

The program manager shall provide administrative staff to the ratepayer advisory board.

- C. Each member of the ratepayer advisory board will be elected by businesses and property owners within the BID for a term of two years from the date of election (unless such member is appointed by the ratepayer advisory board to fulfill the remaining unexpired term of a prior member).
1. A subcommittee of ratepayer advisory board members will receive nomination applications and will select a slate of candidates for open ratepayer advisory board positions to be presented at the annual meeting.
 2. New ratepayer advisory board members will be elected by a majority vote of ratepayers in good standing who attend the annual meeting.
 3. The initial ratepayer advisory board shall consist of the ratepayer advisory board for the City’s previous PBIA that was created pursuant to Ordinance C32438. All subsequent Board elections shall be pursuant to the ratepayer advisory board’s bylaws.

4. The city council hereby approves through the adoption of this chapter the revised "Bylaws of the Downtown Spokane Business Improvement District" which are attached to the ordinance codified in this section (ORD C32923 and Recodification Ordinance C33995) as Appendix C. Subsequent proposed amendments shall be brought before City Council for approval on or before November 25th of each year in which the amendments are proposed.

D. The ratepayer advisory board shall:

1. establish and maintain a database which includes a list and classification of all ratepayers;
2. represent the interests of ratepayers by developing projects, programs, and budgets; proposing assessments; monitoring service delivery; and planning for the future of the BID; and
3. make determinations regarding ratepayer disputes as provided in SMC 04.31.120, including, as appropriate, the adjustment of assessment rates, methods, classification, special benefits, and all matters reasonably related thereto. For the purpose of considering ratepayer disputes, the ratepayer advisory board may act through a committee comprised of ratepayer advisory board members.
4. make recommendations to the program manager on matters relating to the BID budget, expenditures, and programs for the purpose of monitoring the contract to administer the BID.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/6/2016
Clerk's File #	ORD C35433
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	4700 - FINAL READING - VACATION OF OAKLAND BOULEVARD - CEDAR ROAD		

Agenda Wording

Vacation of those portions of Oakland Boulevard, Columbia Avenue and the alley in Block 10, all in the plat of Cascade Park Addition east of Cedar Road except for the west 50 feet. (Latah/Hangman Valley Neighborhood Council)

Summary (Background)

On September 12, 2016 City Council approved this vacation subject to conditions. Since that time the conditions have been fulfilled.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	KEY, LISA	<u>Other</u>	PED 7/18/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	ebrown@spokanecity.org	
<u>Additional Approvals</u>		edjohnson@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	
		htrautman@spokanecity.org	
		cbrazington@spokanecity.org	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35433

An ordinance vacating that portion of the right-of-way of Oakland Boulevard between the east right-of-way line of Cedar Road and the east line of Block 9 of the plat of Cascade Park Addition, except for the west 50 feet; together with that portion of the alley, in Block 10 of the Plat of Cascade Park Addition, from the east line of Cedar Road to the east line of Block 10 of the said plat, except for the west 50 feet; together with that portion of the right-of-way of Columbia Avenue between the east right-of-way line of Cedar Road and the east line of Block 10 of the plat of Cascade Park Addition, except the west 50 feet, located in the Northeast Quarter of Section 01, Township 24 North, Range 42 East Willamette Meridian,

WHEREAS, a petition for the vacation of that portion of the right-of-way of Oakland Boulevard between the east right-of-way line of Cedar Road and the east line of Block 9 of the plat of Cascade Park Addition, except for the west 50 feet; together with that portion of the alley, in Block 10 of the Plat of Cascade Park Addition, from the east line of Cedar Road to the east line of Block 10 of the said plat, except for the west 50 feet; together with that portion of the right-of-way of Columbia Avenue between the east right-of-way line of Cedar Road and the east line of Block 10 of the plat of Cascade Park Addition, except the west 50 feet has been filed with the City Clerk representing of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. that portion of the right-of-way of Oakland Boulevard between the east right-of-way line of Cedar Road and the east line of Block 9 of the plat of Cascade Park Addition, except for the west 50 feet; together with that portion of the alley, in Block 10 of the Plat of Cascade Park Addition, from the east line of Cedar Road to the east line of Block 10 of the said plat, except for the west 50 feet; together with that portion of the right-of-way of Columbia Avenue between the east right-of-way line of Cedar Road and the east line of Block 10 of the plat of Cascade Park Addition, except

the west 50 feet, located in the Northeast Quarter of Section 01, Township 24 North, Range 42 East Willamette Meridian, is hereby vacated. Parcel number not assigned.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

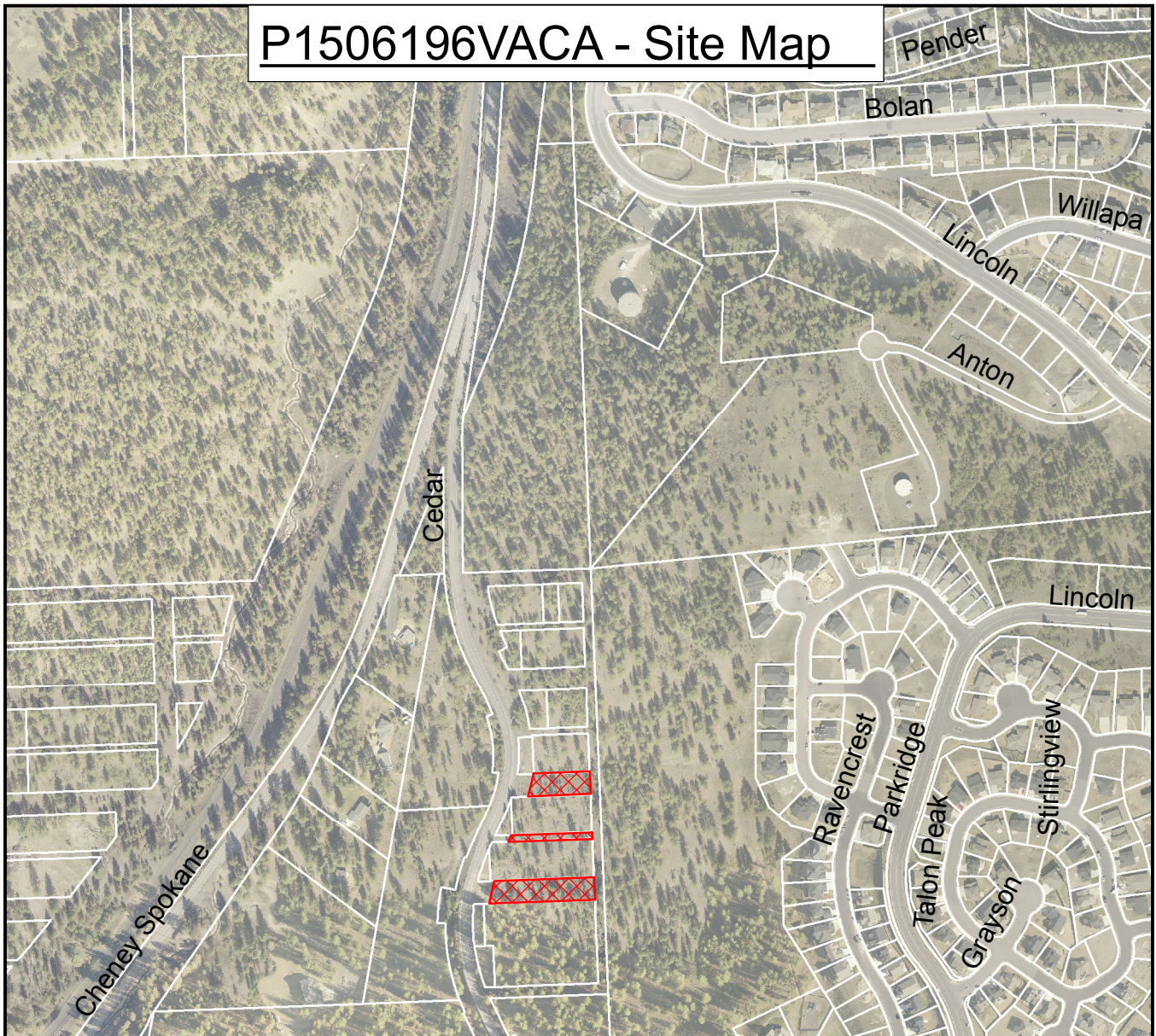
Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

P1506196VACA - Site Map



Right of Way Description:

That portion of the undeveloped right-of-way of Oakland Blvd between the east right-of-way line of Cedar Rd and the east line of Block 9 of the plat of Cascade Park Addition except for the west 50 feet, and;

That portion of the alley, that is in Block 10 of the Plat of Cascade Park Addition, from the east line of Cedar Rd to the east line of Block 10 of said plat, except for the west 50 feet, and;

That portion of the undeveloped right-of-way of Columbia Ave between the east right-of-way line of Cedar Rd. and the east line of Block 10 of the plat of Cascade Park Addition, except the west 50 feet.

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

290 145 0 290 580
Feet



COSGIS
City of Spokane GIS



Vacation Area



Agenda Sheet for City Council Meeting of: 10/24/2016

Date Rec'd	10/4/2016
Clerk's File #	CPR 2016-0037
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PARKS & RECREATION
Contact Name/Phone	FIANNA DICKSON 509-625-6297
Contact E-Mail	FDICKSON@SPOKANECITY.ORG
Agenda Item Type	Special Considerations
Agenda Item Name	RIVERFRONT PARK REDEVELOPMENT PROJECT UPDATE

Agenda Wording

Update on Riverfront Park redevelopment progress. Presentation to include overview of the projects, timeline and budget.

Summary (Background)

Riverfront Park redevelopment is funded by a bond that didn't raise taxes and promised voters five elements: 1) design of public spaces and grounds: 2) new recreational ice rink and SkyRide facility; 3) new home for the Loeff Carrousel; 4) destination Regional Playground, and 5) revitalized US Pavilion/shelters.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONLEY, JASON K.	<u>Study Session</u>	
<u>Division Director</u>	EADIE, LEROY	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	pclarke@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	bellison@spokanecity.org	
<u>Additional Approvals</u>		leadie@spokanecity.org	
<u>Purchasing</u>		gjones@spokanecity.org	
		fdickson@spokanecity.org	



The \$64m bond didn't raise taxes, and covers 5 major design elements:

Design of Public Spaces and Grounds * Recreational Rink/SkyRide Facility

Looff Carrousel * Regional Playground * Pavilion/Shelters

Leroy Eadie, Parks & Recreation Director

Garrett Jones, Parks Planning Manager

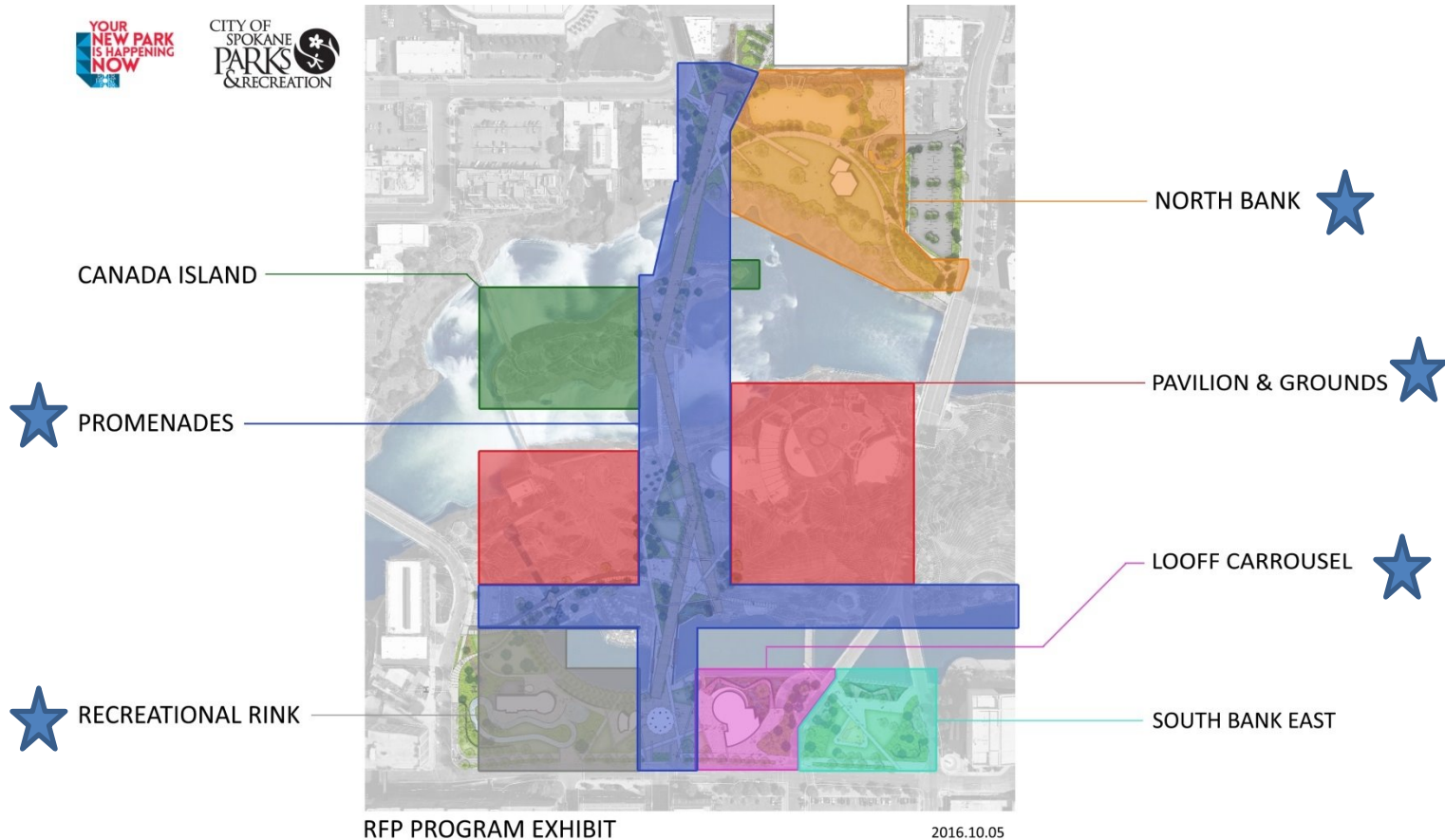
Berry Ellison, Program Manager

Jo-Lynn Brown, Program Coordinator

Fianna Dickson, Communications Manager

RIVERFRONT PARK NOW.COM

Overview



★ The 5 bond projects

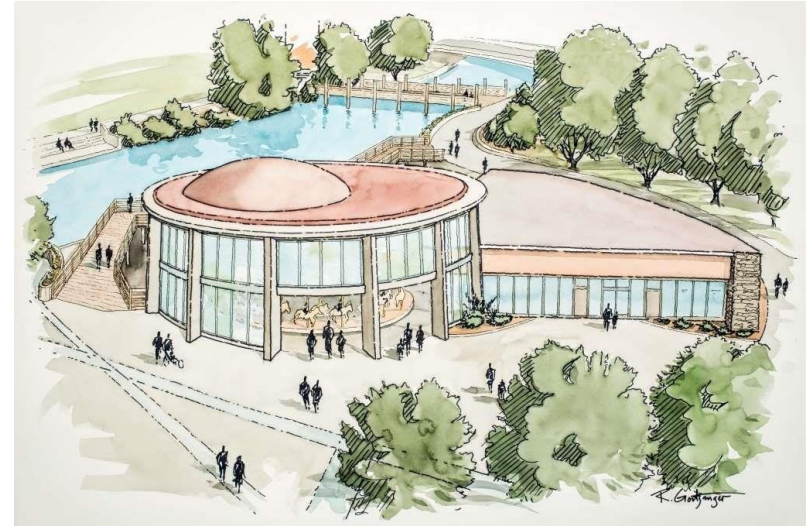
RIVERFRONTPARKNOW.COM

Current Projects



Howard Street Bridge South
In construction
Timeline: Fall 2017

Current Projects



Loeff Carrousel Facility

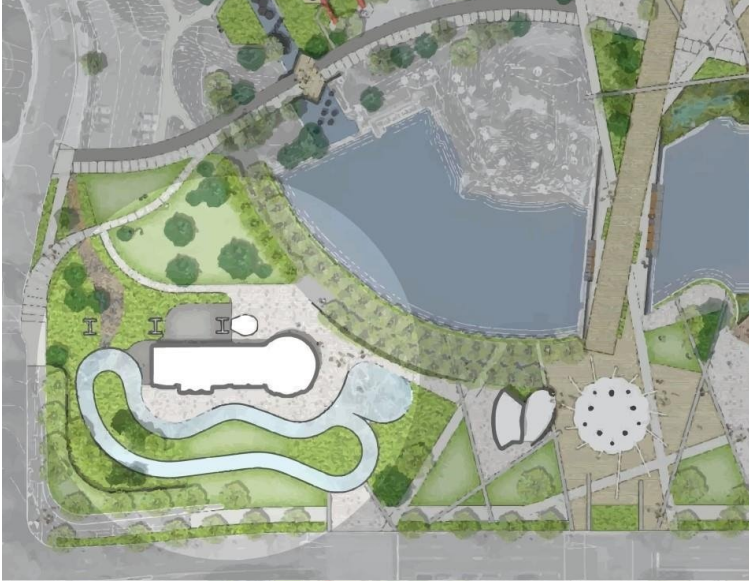
Preparing bid documents

Timeline: February 2017 – February 2018

Current Projects



Current Projects



Recreational Rink & SkyRide Facility
Preparing bid documents
Timeline: Early 2017 – Fall 2017

Current Projects



North Bank & Regional Playground
In design development
Estimated construction starts Spring 2018

Promenade

Howard Street Promenade
In design development
Estimated construction starts
Fall 2018



U.S. Pavilion and Grounds



Soliciting an architect for design and programming of the U.S. Pavilion
Estimated construction starts Early 2018

Art

Meejin Yoon AIA FAAR (b. Seoul, Korea) is an architect, designer and educator. She is a Professor and Head of the Department of Architecture at the Massachusetts Institute of Technology, where she received the Irwin Sizer Award for the Most Significant Improvement to MIT Education. Recently, Meejin was awarded Architectural Review's New Generation Design Leadership Award. Prior to founding Höweler + Yoon, Meejin received a Bachelor of Architecture from Cornell

Eric Höweler AIA, LEED AP (b. Cali, Colombia) is a registered architect with over 15 years of experience in practice. He received a Bachelor of Architecture and a Masters of Architecture from Cornell University. He is currently an Assistant Professor at the Harvard Graduate School of Design. Prior to forming Höweler + Yoon Architecture, Eric was a Senior Designer at Diller + Scofidio where he worked on the Institute of Contemporary Art in Boston and the Julliard School/ Lincoln Center in



J. Meejin Yoon

Eric Höweler



Meejin Yoon
Riverfront Park's Lead Artist



RIVERFRONTPARKNOW.COM

Grant Funding



Grant funding opportunities for
regional playground & soil remediation

Completed Projects

- Land Surveying
- Environmental testing
- Archaeology surveys



- Tree protections & 2-for-1 removals
- Permitting with the COS, DOE, DAHP & USACE
- Design development with public input

Next Steps



Ongoing demolition of Howard Street Bridge South
& construction of access road

Next Steps



Close SkyRide at 2016 season end
Re-open Fall 2017

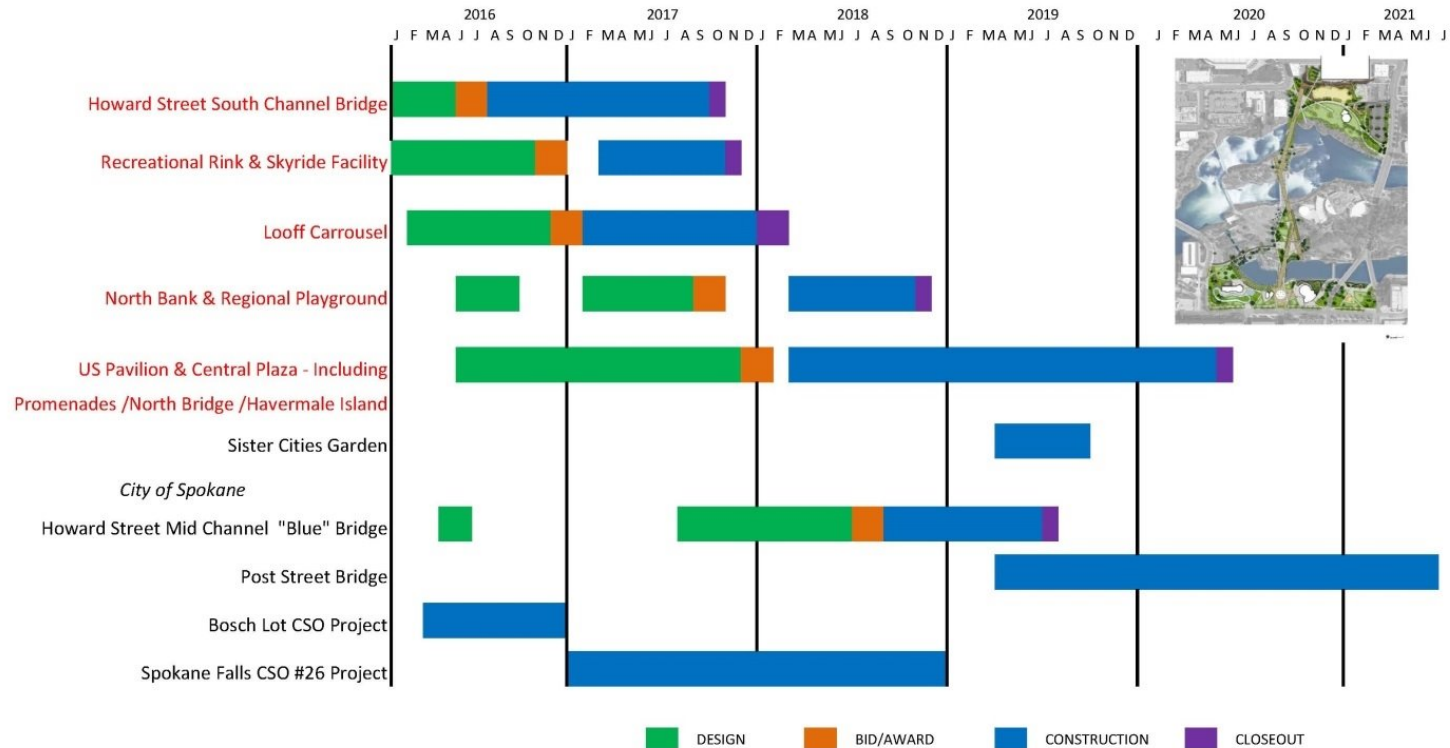
Next Steps



Close Carrousel on January 1, 2017
Open Early 2018

Schedule

RIVERFRONT PARK REDEVELOPMENT - EXECUTIVE SUMMARY SCHEDULE



Community Outreach

RIVERFRONT PARTY IN THE PARK

A construction kickoff celebration



RIVERFRONTPARKNOW.COM

Community Outreach

- Community presentations
- Website & Cable 5
- Social media
- E-blasts - external & internal audiences
- Earned media
- Signage
- Collaborations



RIVERFRONTPARK**NOW.COM**

Collaboration

City Departments

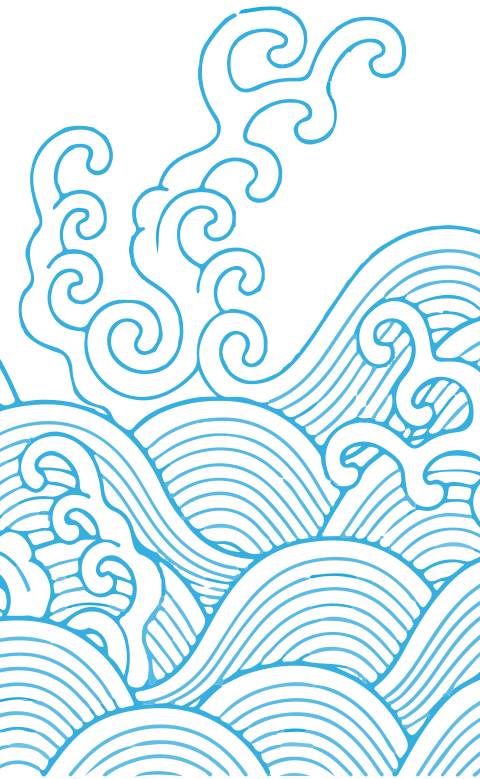
- Utilities
- Information Technology
- Streets
- Engineering
- Integrated Capital
- Finance
- Legal
- Purchasing
- Communications

Community & Leadership

- Executive Team
- Park Board
- Design Steering
- Citizen Advisory



RIVERFRONTPARKNOW.COM



YOUR NEW PARK IS HAPPENING NOW

RIVER
FRONT
PARK

Questions & Comments