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

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
- d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
- e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
- f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
- 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 28, 2019

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 KATE BURKE
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER KAREN STRATTON

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 Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources 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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

| 1. | Value Blanket Order increase with Software House International (Somerset, NJ) for software products, including maintenance and support subscription/upgrades—Increase of \$365,000 (incl. tax). | Approve | OPR 2018-0768 |
|----|---|---------|---------------|
| | Theresa Peliham | | |

2. Value blanket with WEMCO, Inc. for spare replacement parts for the refuse cranes at Solid Waste from November 15, 2019, through November 14, 2020—Not to exceed \$175,000 (incl. tax).

Approve OPR 2019-0907 RFQ 5165-19

Chris Averyt

3. Annual Blanket Order with Salt Distributors, Inc. (Newman Lake, WA) for the purchase of ice kicker for the Street Department for \$139 per ton—Not to Exceed \$100,000 annually.

Approve OPR 2019-0908

Clint Harris

4. Set Hearing for November 11, 2019, for the Citywide **Approve** Capital Improvement Program 2020-2025.

OPR 2019-0909

Paul Ingiosi

| 5. | Contract Renewal with Rogue Heart Media, Inc. (Spokane, WA) for Water Stewardship and Stormwater Media Services—Not to exceed \$100,000 (incl. tax). Kristen Zimmer | Approve | OPR 2019-0238 |
|-----|---|---------------------|-------------------------------|
| 6. | Contract with Complete Design, Inc. for a structural integrity inspection of the ash house at the Waste to Energy Plant from October 1, 2019, through April 1, 2020—Not to exceed \$150,000 (incl. tax). Chris Averyt | Approve | OPR 2019-0910 IRFP 5138-19 |
| 7. | Multiple Family Housing Property Tax Exemption Agreements with: | Approve All | |
| | a. Black Enterprises, LP for 50 new multi-family housing units located at 107 S. Howard Street, Parcel Number 35191.2401. | | OPR 2019-0911 |
| | b. M & J Scott St, LLC 9 new multi-family housing units located at 509, 515, and 521 S. Scott Street, Parcel Numbers 35201.5357, 35201.5356, and 35201.5355. Ali Brast | | OPR 2019-0912 |
| 8. | Contract with McClintock & Turk, Inc. for expanding the Nelson Facility CNG refueling site—\$91,066 (incl. tax). David Paine | Approve | OPR 2019-0913 RFB 2019-145 |
| 9. | Agreement with U.S. Environmental Protection Agency for Coalition Assessment Grant for the University District Coalition to carry out environmental due diligence and remedial investigation on private and public development properties—Revenue of \$600,000. Terri Stripes | Approve | OPR 2019-0914 |
| 10. | Report of the Mayor of pending: | Approve & Authorize | CPR 2019-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through, 2019, total \$, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$ | Payments | |
| | b. Payroll claims of previously approved obligations through, 2019: \$ | | CPR 2019-0003 |
| 11. | City Council Meeting Minutes:, 2019. | Approve All | CPR 2019-0013 |

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

Design Review Board: One Appointment Approve CPR 1993-0069

West Quadrant Tax Increment Finance Neighborhood Approve CPR 2007-0039

Project Administrative Committee: Three Appointments

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.E).

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

| RES 2019-0091 | Sole source with Pure Technologies (San Diego, CA) for pipe condition |
|---------------|---|
| OPR 2019-0915 | assessments utilizing their patented products along with a contract for |
| | assessments of the Ray Street and 57th Avenue mains—Not to exceed |
| | \$325,000 (incl. tax). |

Jim Sakamoto

RES 2019-0092 Providing the City of Spokane's authorization, as a sponsoring entity, for the Northeast Public Development Authority to join the Association of Washington Cities Employee Benefit Trust.

Teri Stripes

RES 2019-0093 Adopting the City of Spokane's 2020 State Legislative Agenda.

Council Member Mumm

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35826 Amending Spokane Municipal Code 17C.124.035 "Characteristics of Downtown Complete Street Designations" to allow for he vacation of all or parts of right-of-ways designated as a complete street to accommodate a public use; and declaring an emergency.

Louis Meuler

ORD C35820 (To be considered under Hearings Item H1.b.)
ORD C35827 (To be considered under Hearings Item H2.b.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

ORD C35820

- H1. a. Hearing on vacation of Cataldo Avenue and a Approve portion of Dean Avenue between Washington Subject to and Howard Streets, as requested by Spokane Conditions Public Facilities District.
 - b. First Reading Ordinance C35820 vacating of Cataldo Avenue and a portion of Dean Avenue Action between Washington and Howard Streets, as requested by Spokane Public Facilities District. (Deferred from October 7, 2019, Agenda.)

Eldon Brown

H2. Hearing on possible revenue sources for the 2020 Council FIN 2019-0001 Budget. Decision Paul Ingiosi

Motion to Approve Advance Agenda for October 28, 2019 (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.

<u>Note</u>: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

<u>ADJOURNMENT</u>

The October 28, 2019, Regular Legislative Session of the City Council is adjourned to November 4, 2019.

NOTES

| SPOKANE Agenda Sheet | Date Rec'd | 10/11/2019 | |
|---------------------------|----------------------------|---------------|------------|
| 10/28/2019 | Clerk's File # | OPR 2018-0768 | |
| | | Renews # | |
| Submitting Dept | INNOVATION & TECHNOLOGY | Cross Ref # | |
| | SERVICES | | |
| Contact Name/Phone | MICHAEL SLOON 625-6468 | Project # | |
| Contact E-Mail | MSLOON@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Purchase w/o Contract | Requisition # | VB #301020 |
| Agenda Item Name | 5300 SHI VB INCREASE - OCT | | |

Agenda Wording

Approval to increase est. expenditure on software products, inc. Maintenance and Support Subscription/Upgrades from Software House International (SHI). Request an increase to OPR2018-0768, Value Blanket #301020 of \$365,000 inc. tax and shipping.

Summary (Background)

This increase is necessary to purchase additional Microsoft licenses to complete the migration of all City staff to Office 365, to true-up SQL licensing counts for our SQL server environments enterprise-wide, and to cover miscellaneous software purchases. Washington State DES provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts that include pricing advantages for other government agencies to utilize. City of Spokane utilizes this opportunity.

| Fiscal Impact Grant | | related? | NO | Budget Ac | ccount | | | |
|--|------------------|----------|------------|-----------------------|---|------------------------------------|--------------------------|--|
| | | Public | Works? | NO | | | | |
| Expense \$ 365,000.00 inc tax & shipping | | | hipping | # Various Ac | counts | | | |
| Select | Select \$ | | | # | | | | |
| Select | \$ | | | | # | | | |
| Select | \$ | | | | # | | | |
| Approvals | | | Council No | Council Notifications | | | | |
| Dept Head | | | SLOON, I | MICHAEL | Study Sess | <u>ion</u> | Sustainable Res 10/21/19 | |
| Division | <u> Director</u> | | FINCH, E | RIC | <u>Other</u> | | | |
| <u>Finance</u> | | | BUSTOS, | KIM | Distribution List | | | |
| <u>Legal</u> | | | DALTON | , PAT | Accounting - ywang@spokanecity.org | | | |
| For the M | <u>ayor</u> | | ORMSBY | , MICHAEL | Contract Accounting - aduffey@spokanecity.org | | | |
| Addition | al App | rovals | | | Legal - modle | Legal - modle@spokanecity.org | | |
| <u>Purchasir</u> | <u>1g</u> | | WAHL, C | ONNIE | Purchasing - o | Purchasing - cwahl@spokanecity.org | | |
| | | | | | IT - itadmin@ | spokanecity.c | org | |
| | | | | | Tax & License | es - | | |
| | | | | | | | | |

Briefing Paper

Finance, Administration and Sustainable Resources Committee

| Division & Department: | Innovation and Technology Services Division | | | |
|--|--|--|--|--|
| Subject: | Software House International (SHI) Value Blanket | | | |
| Date: | 10/21/2019 | | | |
| Author (email & phone): | Michael Sloon, msloon@spokanecity.org, 625-6468 | | | |
| City Council Sponsor: | | | | |
| Executive Sponsor: | Eric Finch and Michael Sloon | | | |
| Committee(s) Impacted: | Sustainable Resources Committee | | | |
| Type of Agenda item: | Consent Discussion Strategic Initiative | | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | ITSD – Value Blanket Utilizing various budget accounts. | | | |
| Approval to purchase software products through Washington Star DES from Software House International (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council approval. | | | | |
| Deadline: | December 31, 2019 | | | |
| Outcome: (deliverables, delivery duties, milestones to meet) Approval to increase estimated expenditure on software products, including Maintenance and Support Subscription/Upgrades from Software House International (SHI) for various City Departments, utilizing various contracts from January 1, 2019, through December 31, 2019. | | | | |
| negotiated pricing and establis agencies to utilize. The City of sopportunity whenever possible | y provides NASPO Valuepoint Master agreements for previously hed contracts that include pricing advantages for other government Spokane Innovation and Technology Services Division utilizes this e. | | | |
| Executive Summary: Requesting an increase of \$365,000, including tax and shipping, for Software House International Corp. OPR 2018-0768, Value Blanket #301020. Utilizing various budget accounts. This increase is necessary to purchase additional Microsoft licenses to complete the migration of all City staff to Office 365, to true-up SQL licensing counts for our SQL server environments enterprise-wide, and to cover miscellaneous software purchases. | | | | |
| Budget Impact: Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) | | | | |
| Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers: | | | | |

eServices Page 1 of 1

Washington State Department of Revenue

Services Business Lookup SOFTWARE HOUSE INTERNATIONAL, INC.

License Information: New search Back to results

Entity name: SOFTWARE HOUSE INTERNATIONAL, INC.

Business name: SOFTWARE HOUSE INTERNATIONAL, INC.

Entity type: Corporation

UBI #: 601-639-984

Business ID: 001

Location ID: 0003

Location: Active

Location address: 290 DAVIDSON AVE

SOMERSET NJ 08873-4145

Mailing address: 290 DAVIDSON AVE

SOMERSET NJ 08873-4145

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance |
|------------------------------------|--------------|-------|---------|--------|-----------------|----------------|
| Spokane General Business | T12070226BUS | | | Active | Nov-30-2019 | Oct-15-2012 |

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

Governing people Title

THAI, LEE

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/30/2019 9:32:10 AM

Working together to fund Washington's future

Client#: 38440 SHIINTER1

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2019

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

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

| and document added not be made and the mile | | | | | | |
|---|--|---------------------|--------|--|--|--|
| PRODUCER | CONTACT NAME: | | | | | |
| Marsh & McLennan Agency LLC | PHONE (A/C, No, Ext): | FAX (A/C, No): | | | | |
| One Executive Drive | E-MAIL ADDRESS: somersetclsupport@mma-ne.com | | | | | |
| Somerset, NJ 08873 | INSURER(S) AFFORDING COVERAGE | | NAIC # | | | |
| | INSURER A: National Fire Insura | ance Co of Hartford | 20478 | | | |
| INSURED | INSURER B : Continental Insurar | nce Company | 35289 | | | |
| SHI International Corp. | INSURER C : Continental Casual | ty Company | 20443 | | | |
| 290 Davidson Avenue | INSURER D : | | | | | |
| Somerset, NJ 08873 | INSURER E : | INSURER E : | | | | |
| | INSURER F: | | | | | |
| | | | | | | |

COVERAGES CERTIFICATE NUMBER: 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 | | L SUBF | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | S |
|-------------|------|---|---------------------------|--------|------------|----------------------------|----------------------------|---|--------------|
| Α | X | COMMERCIAL GENERAL LIABILITY | | | 6050250197 | 09/30/2019 | 09/30/2020 | EACH OCCURRENCE | \$1,000,000 |
| | | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | GEN | I'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | POLICY PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | OTHER: | | | | | | | \$ |
| С | AUT | OMOBILE LIABILITY | | | 6050291509 | 09/30/2019 | 09/30/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | X | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | | OWNED SCHEDULED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | \$ |
| | X | HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | | \$ |
| В | Χ | UMBRELLA LIAB X OCCUR | | | 6050574315 | 09/30/2019 | 09/30/2020 | EACH OCCURRENCE | \$15,000,000 |
| | | EXCESS LIAB CLAIMS-I | MADE | | | | | AGGREGATE | \$15,000,000 |
| | | DED X RETENTION \$10000 | | | | | | | \$ |
| С | | RKERS COMPENSATION EMPLOYERS' LIABILITY | | | 650251110 | 09/30/2019 | 09/30/2020 | X PER STATUTE OTH- | |
| | ANY | PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? | <u>Y/N</u> N N/ | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | (Mar | ndatory in NH) | N N | ` | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | s, describe under CRIPTION OF OPERATIONS below | | | | | | 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)

Evidence of Insurance

0=DTIEI0 4 TE 1101 DED

| CERTIFICATE HOLDER | CANCELLATION |
|---|--|
| City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| • , | AUTHORIZED REPRESENTATIVE |
| | Wom. Ce. Cilent & Pr |

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| SPOKANE Agenda Sheet | Date Rec'd | 10/10/2019 | |
|---------------------------|---------------------------------|-------------------|---------------|
| 10/28/2019 | | Clerk's File # | OPR 2019-0907 |
| | | Renews # | |
| Submitting Dept | SOLID WASTE DISPOSAL | Cross Ref # | |
| Contact Name/Phone | CHRIS AVERYT 625-6540 | Project # | |
| Contact E-Mail | CAVERYT@SPOKANECITY.ORG | Bid # | RFQ 5165-19 |
| Agenda Item Type | Purchase w/o Contract | Requisition # | VALUE BLANKET |
| Agenda Item Name | 4490 VALUE BLANKET FOR PURCHASE | OF REPLACEMENT CF | RANE PARTS |

Agenda Wording

Value blanket with WEMCO, Inc. for the purchase of spare replacement parts for the refuse cranes from November 15, 2019 through November 14, 2020 for an annual cost not to exceed \$175,000.00 including tax.

Summary (Background)

The Waste to Energy completed the installation of two new refuse cranes, which replaced the 28 year old cranes that were beyond their useful life. The new cranes will require spare electrical components in the event of failure. On Sept. 24, 2019 bidding closed to RFQ 5165-19 for the purchase of these parts. WEMCO Inc. of Spokane, WA was the only response received. The initial value blanket spanning from Nov. 15, 2019 through Nov. 14, 2020 has the option of 4 additional one-year renewals.

| Fiscal Impact Grant | | Grant i | related? | NO | Budget Account | | |
|---------------------|------------------|---------------|---------------------|-----------|---------------------------|---------------|--|
| | | Public | Works? | NO | | | |
| Expense | \$ 175,0 | 00.00 | | | # 4490-44100-37148-5321 | 10-34002 | |
| Select | \$ | | | | # | | |
| Select | \$ | | | | # | | |
| Select | \$ | | | | # | | |
| Approva | Approvals | | | | Council Notifications | | |
| Dept Head | | | CONKLIN, CHUCK | | Study Session | FASR 10/21/19 | |
| Division I | <u> Director</u> | | SIMMONS, SCOTT M. | | <u>Other</u> | | |
| <u>Finance</u> | | | ALBIN-MOORE, ANGELA | | Distribution List | | |
| <u>Legal</u> | | | DALTON | PAT | mdorgan@spokanecity.org | | |
| For the M | ayor | | ORMSBY | , MICHAEL | jsalstrom@spokanecity.org | | |
| <u>Addition</u> | al App | <u>rovals</u> | | | tprince@spokanecity.org | | |
| <u>Purchasii</u> | ng | | PRINCE, | THEA | rrinderle@spokanecity.org | | |
| | | | | | caveryt@spokanecity.org | | |
| | | | | | | | |
| | | | | | | | |

Briefing Paper

Finance, Administration & Sustainable Resources Committee

| Division & Department: Public Works Division; Solid Waste Disposal | | | | | |
|--|--|--|--|--|--|
| Subject: Replacement Parts for the Refuse Cranes at the WTE | | | | | |
| Date: | October 21, 2019 | | | | |
| Contact (email & phone): | Chris Averyt, <u>caveryt@spokanecity.org</u> , 625-6540 | | | | |
| City Council Sponsor: | | | | | |
| Executive Sponsor: | Scott Simmons, Director, Public Works | | | | |
| Committee(s) Impacted: | Finance, Administration & Sustainable Resources/Public | | | | |
| | Infrastructure, Environment and Sustainability Committee | | | | |
| Type of Agenda item: | Consent Discussion Strategic Initiative | | | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp | | | | | |
| Plan, Policy, Charter, Strategic Plan) | | | | | |
| Strategic Initiative: | Innovative Infrastructure-Sustainability of the WTE Operations | | | | |
| Deadline: | | | | | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Council approval of the value blanket to ensure continued uninterrupted operations. | | | | |
| Components in the event of fail On September 24, 2019 biddin parts. WEMCO Inc. of Spokane November 15, 2019 through N | The Waste to Energy completed the installation of two new refuse cranes, which replaced the 28 year old cranes that were beyond their useful life. The new cranes will require spare electrical components in the event of failure. On September 24, 2019 bidding closed to RFQ 5165-19 for the purchase of these spare replacement parts. WEMCO Inc. of Spokane, WA was the only response received. The value blanket will span from November 15, 2019 through November 14, 2020 with the option of four (4) additional one-year renewals. The annual cost not to exceed \$175,000.00 including tax. | | | | |
| Value Blanket for the purchase of spare electrical components for the two new bridge cranes at the WTE Facility. RFQ 5165-19 was issued for these parts and WEMCO, Inc. was the only response received. The value blanket will span from November 15, 2019 through November 14, 2020. The annual cost not to exceed \$175,000.00 including tax. | | | | | |
| Budget Impact: Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) | | | | | |
| Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers: | | | | | |

| SPOKANE Agenda Sheet | Date Rec'd | 10/11/2019 | |
|---------------------------|------------------------------|----------------|---------------|
| 10/28/2019 | | Clerk's File # | OPR 2019-0908 |
| | | Renews # | |
| Submitting Dept | STREETS | Cross Ref # | |
| Contact Name/Phone | CLINT HARRIS X7744 | Project # | |
| Contact E-Mail | CEHARRIS@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Purchase w/o Contract | Requisition # | VB |
| Agenda Item Name | 1100 CONTRACT FOR ICE KICKER | | |

Agenda Wording

APPROVE ANNUAL BLANKET ORDER WITH SALT DISTRIBUTORS, INC(NEWMAN LAKE, WA) FOR THE PURCHASE OF ICE KICKER - \$139 PER TON, NOT TO EXCEED \$100,000 ANNUALLY.

Summary (Background)

ICE KICKER IS A SALT-BASED PRODUCT WITH ANTICORROSIVE INHIBITORS ADDED, AND IS USED BY THE STREET DEPT DURING WINTER MONTHS TO AID IN ICE AND SNOW REMOVAL PRIMARILY IN THE CBD AREA.

| Fiscal Impact Grant | | Grant related? | NO | Budget Account | |
|---------------------|-----------|----------------|----------------------|--------------------------|------------|
| | | Public Works? | NO | | |
| Expense \$ | 100,00 | 00.00 | | # 1100-21700-42300-5 | 3210-99999 |
| Select \$ | 1 | | | # | |
| Select \$ | | | | # | |
| Select \$ | 1 | | | # | |
| Approvals | Approvals | | Council Notification | on <u>s</u> | |
| Dept Head | | HARRIS, | CLINT E. | Study Session | |
| Division Director | | SIMMON | S, SCOTT M. | <u>Other</u> | |
| <u>Finance</u> | | ORLOB, k | (IMBERLY | Distribution List | |
| <u>Legal</u> | | DALTON, | PAT | rhowerton | |
| For the May | <u>or</u> | ORMSBY | , MICHAEL | tprince | |
| Additional | Appre | <u>ovals</u> | | dmitchell | |
| <u>Purchasing</u> | | | | jlargent | |
| | | | | rmann | |
| | | | | taxes & licenses | |
| | | | | | |

Briefing Paper (PIES)

| Division & Department: Street | | | | | |
|--|---|--|--|--|--|
| Subject: | Ice Kicker | | | | |
| Date: | 10/28/2019 | | | | |
| Contact (email & phone): | rhowerton@spokanecity.org / 625-7741 | | | | |
| City Council Sponsor: | | | | | |
| Executive Sponsor: | Scott Simmons | | | | |
| Committee(s) Impacted: | | | | | |
| Type of Agenda item: | x Consent Discussion Strategic Initiative | | | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | Strategic Plan | | | | |
| Strategic Initiative: | Infrastructure | | | | |
| Deadline: | | | | | |
| Outcome: (deliverables, delivery duties, milestones to meet) | delivery duties, milestones to | | | | |
| , | nticorrosive inhibitors added is used by Street Department during the d primarily in the CBD area. Is purchased off the state contract. | | | | |
| Executive Summary: Impact The total cost to the City is \$139 per ton not to exceed \$100,000 annually. Action Approval of the contract Funding Funding for this is included in the 2019/2020 Street Operation and Maintenance Budget. | | | | | |
| Approved in current year budget? Annual/Reoccurring expenditure? Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes No N/A N/A | | | | | |
| Requires change in current operations/policy? Specify changes required: Known challenges/barriers: | | | | | |

| SPOKANE Agenda Sheet | Date Rec'd | 10/16/2019 | | | |
|---------------------------|---|----------------|---------------|--|--|
| 10/28/2019 | | Clerk's File # | OPR 2019-0909 | | |
| | | Renews # | | | |
| Submitting Dept | FINANCE & ADMIN | Cross Ref # | | | |
| Contact Name/Phone | PAUL INGIOSI 625-6061 | Project # | | | |
| Contact E-Mail | PINGIOSI@SPOKANECITY.ORG | Bid # | | | |
| Agenda Item Type | Hearings | Requisition # | | | |
| Agenda Item Name | 0410 - SET HEARING FOR CITYWIDE CAPITAL IMPROVEMENT PROGRAM 2020- | | | | |

Agenda Wording

Set Hearing for November 11, 2019 for the Citywide Capital Improvement Program 2020-2025.

Summary (Background)

In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code (SMC) Chapter 7.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the Budget Process. With the approval of the 2020 Budget, the first year of the Capital Improvement Program reflects the 2020 Budget.

| Fiscal Impact | Grant related? | NO | Budget Accou | <u>ınt</u> | | |
|--------------------------|----------------|-----------------------|-----------------------|-------------------------|--|--|
| | Public Works? | NO | | | | |
| Select \$ | | | # | | | |
| Select \$ | | | # | | | |
| Select \$ | | | # | | | |
| Select \$ | | | # | | | |
| Approvals | | Council Notifi | cations | | | |
| Dept Head | HUGHES | S, MICHELLE | Study Session | 8/22/19 | | |
| Division Director | r STOPHE | R, SALLY | <u>Other</u> | Finance, Administration | | |
| <u>Finance</u> | BUSTOS | , KIM | Distribution L | Distribution List | | |
| <u>Legal</u> | DALTON | I, PAT | lwilliams@spokane | ecity.org | | |
| For the Mayor | ORMSB' | Y, MICHAEL | pingiosi@spokane | city.org | | |
| Additional App | <u>orovals</u> | | | | | |
| <u>Purchasing</u> | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| SPOKANE Agenda Sheet | Date Rec'd | 10/15/2019 | | | |
|---------------------------|---|----------------|---------------|--|--|
| 10/28/2019 | | Clerk's File # | OPR 2019-0238 | | |
| | | Renews # | | | |
| Submitting Dept | WATER & HYDROELECTRIC SERVICES | Cross Ref # | | | |
| Contact Name/Phone | KRISTEN 625-6573 Project # | | | | |
| Contact E-Mail | KZIMMER@SPOKANECITY.ORG | Bid # | 4100-354-2019 | | |
| Agenda Item Type | Contract Item | Requisition # | 21082 | | |
| Agenda Item Name | 4100/4330 WATER STEWARDSHIP/STORMWATER MEDIA SERVICES | | | | |

Agenda Wording

Annual contract renewal for Water Stewardship and Stormwater Media Services with Rogue Heart Media, Inc. (Spokane, WA) not to exceed \$100,000.00 (including tax).

Summary (Background)

IRFP #4100-354-2019 for media services was issued in February to more than 90 firms. Two proposals were received; the evaluation committee recommended award to Rogue Heart. Annual renewals were included up to a total term of five years. This represents the first such renewal at mutual consent with three renewals remaining. This renewal will add stormwater education to the existing services deployed for the SpokaneScape Rebate and Slow the Flow water conservation programs.

| Fiscal Impact Grant | | ant related? | NO | Budget Account | |
|---------------------------|--------------|------------------------|---------------------------------|--------------------------|---------------|
| Public Works? NO | | | | | |
| Expense | \$ 70,000.00 |) | | # 4100-42415-34148-5420 |)1-99999 |
| Expense | 30,000.00 |) | | # 4330-43354-35148-5420 |)1-99999 |
| Select | 5 | | | # | |
| Select | 5 | | | # | |
| Approvals | | Council Notifications | | | |
| Dept Head KEGLE | | KEGLEY, | DANIEL | Study Session | |
| Division Director | | SIMMON | IS, SCOTT M. | <u>Other</u> | UE 10/14/2019 |
| Finance ALBIN-MOORE, ANGE | | IOORE, ANGELA | Distribution List | | |
| Legal DALTON, PAT | | Megan Kennedy - megan@ | rogueheartmedia.com | | |
| For the May | or or | ORMSBY | , MICHAEL | sjohnson@spokanecity.org | |
| Additional | Approva | als | | kzimmer@spokanecity.org | |
| <u>Purchasing</u> | | WAHL, C | ONNIE | dkegley@spokanecity.org | |
| | | | wateraccounting@spokanecity.org | | |
| | | | aduffey@spokanecity.org | | |
| | | | | | |

Briefing Paper

Urban Experience Committee

| Division & Department: | Public Works, 4100 Water & Hydroelectric Services | | | |
|---|---|--|--|--|
| Subject: | Media Services Contract Renewal for Water Stewardship & | | | |
| | Stormwater Pollution | | | |
| Date: | 14 October 2019 | | | |
| Author (email & phone): | Kristen Zimmer, kzimmer@spokanecity.org, x6573 | | | |
| City Council Sponsor: | | | | |
| Executive Sponsor: | Scott Simmons, Director – Public Works | | | |
| Committee(s) Impacted: | PIES | | | |
| Type of Agenda item: | ☑ Consent □ Discussion □ Strategic Initiative | | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | Funding for this contract is available in the Water & Hydroelectric Services department budget. | | | |
| Strategic Initiative: | Innovative Infrastructure, Safe & Healthy | | | |
| Deadline: | The existing contract expires October 15, 2019. | | | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Renewal of this contract will continue existing media services for the Water Stewardship program and add educational services targeting Stormwater Pollution. | | | |
| Background/History: Informal Request for Proposals #4100-354-2019 was issued in February of 2019 to more than 90 firms. Two proposals were received; the evaluation committee correspondingly recommended award to Rogue Heart Media after thorough evaluation and reference checking. Annual renewals were built into the existing contract up to a total term of five years. This represents the first such renewal at mutual consent with three renewals remaining. In light of the new components added to the Public Education and Outreach section of the 2019-2024 Eastern Washington Phase II Municipal Stormwater Permit, this renewal will incorporate stormwater education into the existing production, design, and media purchasing services deployed for the SpokaneScape Rebate and Slow the Flow water conservation programs to ensure consistent design, representation, and value messaging. | | | | |
| Executive Summary: Renewal of OPR 2019-0238 with Rogue Heart Media, Inc. (Spokane, WA) for media services Renewal not to exceed \$100,000.00 annually (including tax) Three optional renewals remain | | | | |
| Budget Impact: Approved in current year budget? ☑ Yes □ No Annual/Reoccurring expenditure? □ Yes ☑ No If new, specify funding source: N/A Other budget impacts: N/A | | | | |
| Other budget impacts: N/A Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Yes No Specify changes required: N/A Known challenges/barriers: | | | | |



City of Spokane

CONTRACT AMENDMENT / RENEWAL #1 OF 4

Title: Water & Stormwater Stewardship Media Services

This Contract Amendment / Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Rogue Heart Media, Inc.**, whose address is 2916 North Monroe Street, Spokane, Washington 99205 as ("**Company**"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the **Company** agreed to provide for the City Media Production and Management for Water Stewardship Program; and

WHEREAS, a revision of the Work has been requested, and the Contract time for performance needs to be renewed, thus the original Contract needs to be formally Amended and Renewed by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 25, 2019, 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 / Renewal shall become effective on October 16, 2019 and end October 15, 2020.

3. ADDITIONAL WORK.

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

Media Production and Management for Stormwater Stewardship.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE THOUSAND HUNDRED AND NO/100 DOLLARS** (\$100,000.00) for everything furnished and done under this Contract Amendment / Renewal.

This is the maximum amount to be paid under this Amendment / Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

| ROGUE HEART MEDIA, INC. | | CITY OF SPOKANE | | |
|-------------------------|------|-------------------------|---------------------------------------|--|
| Ву | | Ву | | |
| Signature | Date | 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:

Additional Scope of Work document



ADDITIONAL SCOPE NOTES & ROUGH NUMBERS

Water Conservation 2019/2020

TIMELINE BREAKDOWN:

OCTOBER - JANUARY: (\$19,820)

- Maintain Social Channels for engagement momentum through off-season
- Define target audiences and 2020 campaign priorities
- Develop campaign messages and strategy for Stormwater
- Develop campaign messages and continued strategy for SpokaneScape & Water Conservation
- Design style guide and assets for new campaign materials as needed
- Support in the design of residential survey and other measurables to be implemented by City

FEBRUARY-APRIL: (\$25,270)

- Produce Stormwater Campaign Content (Photography, Video, Radio, Design)
- Implement Stormwater campaign on social media channels
- Publish Radio ad content (March-August)
- Pre-Production for SpokaneScape campaign elements
- Maintain and grow Social Channel audience
- Measure and Report engagement and, where possible, effectiveness

MAY-JULY: (\$30,110) / JULY-SEPTEMBER (\$24,790)

- Produce SpokaneScape and Slow the Flow Campaign Content (Photography, Video, Radio, Design)
- Implement Campaigns on social media channels
- Publish Radio ad content (March-August)
- Maintain and grow Social Channel audience
- Measure and Report engagement and, where possible, effectiveness
- Position content toward measurable action as well as education, for example:
 - Application to SpokaneScape Rebate Program
 - Enrollment of certified professionals to SpokaneScape program
 - Submission to SpokaneScape Photo Contest
 - Participation in giveaways for water conservation swag

BUDGET

| OCT-JAN: | \$ 19,820.00 | Maintenance (including ad spend) + Strategy |
|------------|--------------|---|
| | | CAMPAIGN: Stormwater Focus; Pre-production |
| FEB-APRIL: | \$ 25,270.00 | SpokaneScape |
| MAY-JULY: | \$ 30,110.00 | CAMPAIGN: SpokaneScape Focus |
| | | CAMPAIGN: Slow the Flow Focus; SpokaneScape photo |
| JULY-SEP: | \$ 24,790.00 | contest |
| TOTAL: | \$ 99,990.00 | |

Right now we have \$25,000 allocated for ad spend, and \$74,990 for service hours.



PMCNAMARA PMCNAMARA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Wheat & Associates Insurance, Inc. PHONE (A/C, No, Ext): (509) 922-2937 FAX (A/C. No): (509) 922-4103 PO Box 3548 Spokane, WA 99220 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Ohio Casualty Ins Co 10937 INSURED **INSURER B:** Roque Heart Media, Inc. INSURER C : 121 W Waverly PI INSURER D : Spokane, WA 99205 INSURER E : INSURER F: **COVERAGES CERTIFICATE NUMBER:** 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 PERIAN, 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 THE POLICIES. ADDL SUBR INSR POLICY EFF POLICY EXP **TYPE OF INSURANCE POLICY NUMBER** LTR LIMITS X COMMERCIAL GENERAL LIABILITY 1.000.000 EACH OCCURRENCE
DAMAGE TO RENTED
PREMISES (Ea occurrence) CLAIMS-MADE | X | OCCUR BKS57366528 5/31/2019 1.000,000 X 5/31/2020 15,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE PRO-JECT POLICY 2,000,000 PRODUCTS - COMP/OP AGG OTHER **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT ANY AUTO **BODILY INJURY (Per person)** OWNED AUTOS ONLY SCHEDULED AUTOS **BODILY INJURY (Per accident)** HIRED AUTOS ONLY NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) **UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE X OTH-ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) BKS57366528 5/31/2019 5/31/2020 1,000,000 E.L. EACH ACCIDENT 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYE 2,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane & Spokane Public Facilities District are included as an Additional Insured, but only if required by written contract or written agreement, as per endorsement CG8810, in respect to the operations of the named insured performed on their behalf. **CERTIFICATE HOLDER CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201 **AUTHORIZED REPRESENTATIVE**

10/15/2019 eServices

Washington State Department of Revenue

Services Business Lookup ROGUE HEART MEDIA INC.

License Information:

New search Back to results

Entity name: ROGUE HEART MEDIA INC.

Business name: ROGUE HEART MEDIA INC.

Entity type: Profit Corporation

UBI #: 603-396-687

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2916 N MONROE ST

SPOKANE WA 99205-3359

Mailing address: 2916 N MONROE ST

SPOKANE WA 99205-3359

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance |
|------------------------------------|-----------|-------|---------|--------|-----------------|----------------|
| Spokane General Business | | | | Active | Mar-31-2020 | Nov-04-2014 |

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

| Governing people | Title |
|------------------|-------|
| Cotoning people | 1140 |

KENNEDY, MEGAN

KENNEDY, ROBERT

The Business Lookup information is updated nightly. Search date and time: 10/15/2019 2:06:15 PM

Working together to fund Washington's future

| SPOKANE Agenda Sheet for City Council Meeting of: | | Date Rec'd | 10/10/2019 |
|---|--|----------------|---------------|
| 10/28/2019 | | Clerk's File # | OPR 2019-0910 |
| | | Renews # | |
| Submitting Dept | SOLID WASTE DISPOSAL | Cross Ref # | |
| Contact Name/Phone | CHRIS AVERYT 625-6540 | Project # | |
| Contact E-Mail | CAVERYT@SPOKANECITY.ORG | Bid # | IRFP 5138-19 |
| Agenda Item Type | Contract Item | Requisition # | CR 21073 |
| Agenda Item Name | 4490 CONTRACT FOR ASH HOUSE STRUCTURAL INTEGRITY INSPECTION AT | | |

Agenda Wording

Contract with Complete Design, Inc. for a structural integrity inspection of the ash house at the WTE. Contract will span from October 1, 2019 through April 1, 2020 with a cost not to exceed \$150,000.00 including tax.

Summary (Background)

The WTE operates continuously. The Ash House is where all ash is handled from the incineration process. This contract is for a full non-destructive evaluation of the ash house equipment and structural members. Due to the corrosive nature of the ash and 28 years of operation, repairs are needed and this study will define the extent of those repairs. On Sept. 25th, 2019 bids were received for IRFP 5138-19 for this inspection. Complete Design Inc. of Wenatchee, WA was the only response received.

| Fiscal Impact Grant related? NO | | Bud | get Account | | | |
|-------------------------------------|-----------------|---------------|-------------------|---------------|--------------------|------|
| | | Public Works? | NO | | | |
| Expense | \$ 150,0 | 00.00 | | # 449 | 90-44900-94000-56 | 5203 |
| Select | \$ | | | # | | |
| Select | \$ | | | # | | |
| Select | \$ | | | # | | |
| Approva | ls | | | Cou | ncil Notificatio | ons |
| Dept Head CONKLIN, CHUCK | | Stud | y Session | FASR 10/21/19 | | |
| Division Director SIMMONS, SCOTT M. | | Othe | <u>r</u> | | | |
| <u>Finance</u> | | ALBIN-M | OORE, ANGEL | A Disti | ribution List | |
| Legal | | DALTON | , PAT | mdorg | gan@spokanecity.c | org |
| For the M | <u>layor</u> | ORMSBY | , MICHAEL | jsalstr | om@spokanecity.o | org |
| Additional Approvals | | tprinc | e@spokanecity.org | | | |
| Purchasii | n <u>g</u> | WAHL, C | ONNIE | caver | yt@spokanecity.org | g |
| | | rrinde | rle@spokanecity.o | org | | |
| | | | | | • | |
| | | | | | | |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

is likely or encouraged to redevelop. The scope of work for the grant includes a property condition assessment, conducting Phase I and Phase II environmental site assessments, conducting preliminary site planning, and creating site-specific brownfield alternative cleanup plans based upon the preliminary site planning.

Summary (Background)

The Coalition will leverage \$600,000 of EPA Brownfield Coalition Assessment Grant funding with proven strategies and incentives to engage the community in a dynamic process to revitalize priority brownfields and address the socioeconomic challenges facing a community with substantial measures of opportunity and distress.

| Fiscal Impact | Budget Account | |
|-------------------------|----------------|--|
| Select \$ | # | |
| Select \$ | # | |
| Distribution List | | |
| gcooley@spokanecity.org | | |
| | | |
| | | |
| | | |

Briefing Paper

Finance, Administration & Sustainable Resources Committee

| Pivision & Department: Public Works Division; Solid Waste Disposal | | | |
|---|--|--|--|
| Subject: | Contract for Ash House Structural Integrity Inspection at WTE. | | |
| Date: | October 21, 2019 | | |
| Contact (email & phone): | Chris Averyt, <u>caveryt@spokanecity.org</u> , 625-6540 | | |
| City Council Sponsor: | | | |
| Executive Sponsor: | Scott Simmons, Director, Public Works | | |
| Committee(s) Impacted: | Finance, Administration & Sustainable Resources/Public | | |
| | Infrastructure, Environment and Sustainability Committee | | |
| Type of Agenda item: | Consent Discussion Strategic Initiative | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan) | | | |
| Strategic Initiative: | Innovative Infrastructure-Sustainability of the WTE Operations | | |
| Deadline: | | | |
| Outcome: (deliverables, delivery duties, milestones to meet) Council approval of the contract in order to continue uninterrupted operations. | | | |
| The Waste to Energy Facility operates 24 hours a day/365 days per year. The Ash House is where all of the ash handling happens from the incineration process. This contract is to provide services for a full non-destructive testing evaluation of the ash house equipment and structural members. Due to the corrosive nature of the ash house and 28 years of continued operation, repairs are needed and this study will define the extent of those repairs. On September 25 th , 2019 bids were received for IRFP-5138-19 - Ash House Structural Integrity Inspection. Complete Design Inc., of Wenatchee, WA was the only response received. This contract will span from October 1, 2019 through April 1, 2020 with a cost not to exceed \$150,000.00 including tax. | | | |
| Executive Summary: Contract for a complete inspection of the Ash House at the WTE. The inspection will define the extent of repairs needed after 28 years of operation. IRFP 5138-19 was issued for this inspection and Complete Design, Inc. was the only response received. Term from Oct. 1 2019 – Apr. 1, 2020 for a total cost of \$150,000.00 incl. tax | | | |
| Budget Impact: Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: | | | |
| Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers: | | | |

| City Clerk's OPR | |
|------------------|--|
|------------------|--|



City of Spokane

CONSULTANT AGREEMENT

Title: ASH HOUSE STRUCTURAL INTEGRITY INSPECTION

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMPLETE DESIGN, INC.**, whose address is 353 Malaga Highway, Wenatchee, Washington 98807 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform the Ash House Structural Integrity Inspection; and

WHEREAS, the Firm has was selected through IRFP 5138-19.

-- 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 on October 1, 2019, and ends on April 1, 2020, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, Firm's Proposal dated September 23, 2019, which are attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Firm 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 Firm's progress.

4. COMPENSATION.

Total compensation for Firm's services under this Agreement shall be a maximum amount not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00**), including tax, 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.

5. PAYMENT.

The Company shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Firm's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Firm at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultant.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Firm to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts* <u>are not</u> required as documentation. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. Miscellaneous Travel (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Firm 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 Firm'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. Where required by state statute, ordinance or regulation, Firm shall pay and maintain in current status all taxes necessary for performance. Firm shall not charge the City for federal excise taxes. The City will furnish Firm an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. 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.

8. 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 Firm 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.

9. SOCIAL EQUITY REQUIREMENTS.

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. Firm 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 Firm. Firm shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

During the period of the Agreement, the Firm 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 Title 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 \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this Agreement; and
- C. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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 Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as 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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. AUDIT.

Upon request, the Firm shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Firm, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Firm shall permit the City to copy such books and records at its own expense. The Firm shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Firm is an independent Consultant. This Agreement does not intend the Firm to act as a City employee. The City has neither direct nor immediate control over the Firm nor the right to control the manner or means by which the Firm works. Neither the Firm nor any Firm employee shall be an employee of the City. This Agreement prohibits the Firm to act as an agent or legal representative of the City. The Firm 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 Firm shall pay all income and other taxes as due. The Firm may perform work for other parties; the City is not the exclusive user of the services that the Firm provides.
- B. If the City needs the Firm 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 Firm works on the City premises using City equipment, the Firm remains an independent Consultant and not a City employee. The Firm 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 Firm will be required to work from its own office space or in the field. The City may negotiate a reduction in Firm fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Firm shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Firm 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 Firm's employment, the Firm 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 Firm from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Firm 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 Firm shall incorporate by reference this Agreement, except as otherwise provided.

The Firm shall require 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 Firm from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Firm shall promptly notify the City in writing of any person expected to be a Firm Worker (including any Firm employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Firm shall ensure compliance with the City Ethics Code by any Firm Worker when the Work or matter related to the Work is performed by a Firm Worker who has been a City officer or employee within the past two (2) years.
- C. Firm 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 Firm. Promotional items worth less than \$25 may be distributed by the Firm to a City employee if the Firm 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.

18. NO CONFLICT OF INTEREST.

Firm confirms that the Firm 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 Firm selection, negotiation, drafting, signing, administration or evaluation of the Firm's work. As used in this Section, the term Firm includes any worker of the Firm 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.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Firm is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Firm under this Agreement in the delivery of a final work product. The standard of care applicable to Firm's services will be the degree of skill and diligence normally employed by professional engineers or Firms performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Firm, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Firm services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Firm shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Firm for the Work, whether or not the Work is completed. The Firm grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Firm for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software

- program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Firm assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Firm does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Firm created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Firm has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Firm grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Firm does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Firm from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Firm must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Firm may identify any materials Firm believes to be not subject to release under the Public Records Act. City will not be bound by Firm's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Firm or Firm's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Firm, City will endeavor to notify Firm and Firm will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Firm, the City will release the requested records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Firm's performance, shall first be through negotiations, if possible, between the Firm's Project Manager and the City's Project Manager. It shall be referred to the Director and the Firm'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 Firm to correct such work prior to the City payment. The City will provide to the Firm 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 Firm 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.

23. TERMINATION.

- A. For Cause: The City or Firm 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 Firm'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 and including the City's convenience, upon written notice to the Firm. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Firm, the Firm 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 Firm agrees this payment shall fully and adequately compensate the Firm and all subconsultant 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 Firm shall provide the City with the most current design documents, contract documents, writings and other products the Firm 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 Firm harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Firm's work product.

24. 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 Firm 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.

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 Firm, 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 Firm 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 Firm after the time the same shall have become due nor payment to the Firm 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 Firm. 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.

| COMPLETE DESIGN, INC. | CITY OF SPOKANE |
|-----------------------|-------------------------|
| By | Ву |
| Signature Date | Signature Date |
| Type or Print Name | Type or Print Name |
| Title | Title |
| Attest: | Approved as to form: |
| City Clerk | Assistant City Attorney |

Attachments:

Exhibit A – Certificate Regarding Debarment Exhibit B - Firm's Proposal dated September 23, 2019

19-181

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

| Name of Subrecipient / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
|--|-------------------------------|
| Name of Certifying Official (Type or Print) | Signature |
| Title of Certifying Official (Type or Print) | Date (Type or Print) |

EXHIBIT B

Bid Response Summary

Bid Number IRFP 5138-19

Bid Title Ash House Structural Integrity Inspection

Due Date Wednesday, September 25, 2019 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding Company Complete Design

Submitted Johnny Davis - Wednesday, September 25, 2019 8:25:48 AM [(UTC-08:00) Pacific Time (US &

By Canada)]

Comments

Question Responses

| Reference Number | Question | Response |
|------------------|---|-----------------------------|
| #1 | ADDENDA. Indicated how many Addenda Contractor | 1 |
| #1 | acknowledges receipt of. | |
| | Bidder realizes if it did not attend the Mandatory Pre Bid on | |
| #2 | Aug 27, 2019, at 11:00AM, it will be non-responsive, and | sign in pre bid meeting.pdf |
| | therefore, cannot submit a propsoal. Acknowledge | |
| | Bidder agrees that its Proposal WILL NOT be withdrawn for a | |
| #3 | minimum of ninety (90) calendar days after the stated submittal | Yes |
| | date. | |
| #4 | Bidder Has Reviewed "Addendum 1, IRFP 5138-19 located in | Yes |
| π-τ | "Documents Tab" | 103 |
| #5 | Download "Addendum 1 IRFP 5138-19" From The Bid | Addendum 1 IRFP 5138-19 |
| πο | Documents Tab, Enter Company and Sign, and Upload Here | (1) Signed.pdf |
| #6 | Bidder Has Reviewed "Addendum 2, IRFP 5138-19 located in | Yes |
| π0 | "Documents Tab" | 103 |
| #7 | Download "Addendum 2 IRFP 5138-19" From The Bid | Addendum 2 IRFP 5138-1 |
| πι | Documents Tab, Enter Company and Sign, and Upload Here | (1).pdf |
| | BACKGROUND AND PURPOSE: The City of Spokane, | |
| | through its Solid Waste Disposal Department (hereinafter | |
| | "City") is initiating this Request for Proposals (RFP) to solicit | |
| | Proposals from Firms interested in participating on a project to | |
| | provide inspection Services with detailed repair and or | |
| 1 | replacement requirements for the Ash storage building, Ash | YES |
| • | bowling alley, Ash building equipment tower, ash handling | . 23 |
| | equipment, support system, building utilities, substructure and | |
| | concrete flooring. This RFP is for the inspection and | |
| | identification with detailed report of inspection including | |
| | recommended repair or replacement of facility building and or | |
| | equipment identified above with and detailed in the work scope | |
| | The Waste to Energy Facility (WTEF) operates a 24-hour/365 | |
| 2 | day per year environment and works under aggressive | Yes |
| - | deadlines and schedules that require suppliers to provide high | |
| | service levels. | |

| 3 | The WTEF utilizes two Babcock and Wilcox refuse fired boiler units each operating at 850 psig 825 F producing up to 114000 lbs/hr of steam per hour. The flue gas flows up from the furnace and thru a 33 pendant wide 20 tube deep super heater before entering a long flow generating bank. From the generator the | |
|----|---|---|
| | flue gas flows thru a two unit Kentube horizontal tube economizer. Upon exiting the economizer the gas then flows down thru a seven story high spray dyer absorber before entering the fabric filter bag houses. | Yes |
| 4 | Historically, based on annual tonnage of Municipal Solid Waste (MSW) received at the WTEF, the WTEF conducts two scheduled maintenance-related outages per calendar year: of which one or both may be a "cold iron" outage. A Cold Iron outage is normally a period of 5-12 days in which both boilers end up being taken off-line. A Non-Cold Iron outage is normally a period of 7-10 days in which one boiler remains on-line while the other boiler is taken off-line to be serviced for maintenance and then brought back on-line, at which time the other boiler is then taken off-line to be serviced for maintenance and then brought back on line. Typically, a non-cold iron outage is selected and preferred over a cold iron outage. Typically these outages occur the first week in May and November, but are subject to change. | Yes |
| #1 | The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years' experience in Facility and mechanical equipment structural and coating inspections. Firm must have on staff the following certifications: AWS certified weld inspector (CWS), level II NDT ultrasonic thickness tester, SPCC level II coatings inspector, NACE level III coatings inspector. | Acknowledged |
| 2 | Supplemental Bidder Responsibility Criteria will apply to this requirement. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder. Acknowledged. | Yes |
| 3 | Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here | supplemental bidder responsibility.pdf |
| 1 | PERIOD OF PERFORMANCE: The period of performance of any contract resulting from this IRFP is scheduled to begin on or about 10/1/2019 with final report to be delivered by 4/1/2020. Acknowledged. | YES |
| 2 | PERIOD OF PERFORMANCE: Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. | YES |
| 1 | Unless otherwise stated, the Contractor shall obtain all required permit, furnish all reports, labor, supervision, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of specified services described herein, for the WTE Facility, 2900 S. Geiger Blvd, Spokane, WA 99224-5400. | Yes |

| | , , | |
|-----|--|-----|
| 1 | The City of Spokane, WA is soliciting proposals for field inspection services associated with its Ash house building and | Yes |
| • | equipment support structures. Acknowledge. | |
| | The City of Spokane specifically reserves the right to reject any | |
| | or all proposals, to waive any proposal requirements, to | |
| 2 | investigate the qualifications of any proposal, to obtain new | Yes |
| 2 | proposals, or to proceed to have the service provided in any | 163 |
| | | |
| | way the City deems appropriate. Acknowledge. | |
| | Field Inspection Services shall be performed by: NACE | |
| | Certified or NACE Level II coatings inspectors working under | |
| 0 | the direct supervision of a NACE Certified Coating Inspector or | V |
| 3 | NACE Corrosion Engineer. Experienced welding inspectors are | Yes |
| | required to AWS Certified Welding Inspectors, AWS Associate | |
| | Welding Inspectors must work under direct supervision of an | |
| | AWS certified welding inspector. Acknowledged. | |
| | All inspections shall ensure that existing structures, foundations | |
| | and ash handling equipment conform to the requirements of | |
| | NACE International; SSPC (Society of Protective Coatings), | |
| | American National Standards Institute (ANSI); American | |
| 4 | Concrete Institute (ACI); American Society for Testing and | Yes |
| • | Materials (ASTM); State Health Codes; American Welding | 100 |
| | Society (AWS); Washington Industrial safety and health act | |
| | (WISHA) standards and the Occupational Safety and Health | |
| | Administration (OSHA) Standards where applicable. | |
| | Acknowledged. | |
| | The general objective and intent of this RFP is to conduct a | |
| | comprehensive inspection of the Ash house building to include | |
| | the structures known as the bowling alley and ash conditioning | |
| | room with all associated equipment therein including the | |
| | bottom ash vibrating conveyor. The inspection will be | |
| | comprehensive in that it will include scopes to inspect and | |
| | confirm all structural design compliancy in regards to corrosion | |
| | and its effect on the original engineered specification as per the | |
| 1 | original drawings, OEM manuals and applicable codes and | Yes |
| | standards. Inspections will include scopes for corrosion | |
| | inspection, coating inspections, concrete inspection and | |
| | structural analysis, equipment structural inspection and | |
| | inspections for all support systems and subsystems to comply | |
| | with applicable codes and industrial standards. A project | |
| | schedule must also be provided in Microsoft Project format. At | |
| | a minimum this RFP expects a proposal meeting the stated | |
| | requirements. Acknowledge. | |
| | Requirement to be meet: 1. A review of all ash handling | |
| 1.1 | building drawings and design documentation. Acknowledge. | Yes |
| | Requirement to be meet: 2. A review of all ash handling | |
| 1.2 | equipment manufacturer's specifications and designs. | Yes |
| 1.2 | Acknowledge. | 103 |
| | Requirement to be meet: 3. A review of the ash house wet | |
| 1.3 | | Yes |
| | scrubber design and specifications. Acknowledge | |
| 1 1 | Requirement to be meet: 4. Review and submit all applicable | Vaa |
| 1.4 | steel structural specifications and building code requirements | Yes |
| | as they pertain to this inspection. Acknowledge. | |

| 2010 | only of operation in the state of the state | |
|------|---|-----|
| 1.5 | Requirement to be meet: 5. Submittal of the theory and approach the bidder will use for this inspection. Acknowledge. | Yes |
| 1.6 | Requirement to be meet: 6. Outline any WTEF support requirements and bidder needs required to complete the scope | Yes |
| 1.7 | meeting timeline requirements. Acknowledge. Requirement to be meet: 7. Conduct an onsite pre-inspection meeting. Acknowledge. | Yes |
| 1.8 | Requirement to be meet: 8. Conduct an ash house building coating and structural inspection. Acknowledge. | Yes |
| 1.9 | Requirement to be meet: 9. Conduct an ash tower coating and structural inspection. Acknowledge. | Yes |
| 1.10 | Requirement to be meet: 10. Conduct an ash house wet scrubber structural and integrity inspection. Acknowledge. | Yes |
| 1.11 | Requirement to be meet: 11. Conduct an ash handling equipment structural and integrity inspection. Acknowledge. | Yes |
| 1.12 | Requirement to be meet: 12. Conduct an ash house floor and foundation structural integrity inspection Acknowledge. | Yes |
| 1.13 | Requirement to be meet: 13. Compile and submit an inspection report with findings and recommendations in both printed and digital format. Acknowledge. | Yes |
| 1.14 | Requirement to be meet: 14. Deliverables must be clear and will be used upon completion for submission of pay request. Acknowledge. | Yes |
| 2 | In addition to conducting the inspections as listed above, the consultant must prepare a report of recommendations for repairs of all building components and equipment that don't meet applicable standards and codes. This report must be comprehensive in findings, including photos of areas of concern, UT readings in these areas, delineation of areas of concern must be clearly labeled, and all data generated in an easily readable and accessible format. Acknowledge. | Yes |
| 3 | Selected vendor will be responsible for providing all needed equipment and labor to obtain access to all structural elements. This may be in the form of scaffolding, manlifts, scissor lift, etc. Acknowledge. | Yes |
| 4 | Selected vendor will also be responsible for providing any needed equipment and labor for cleaning of equipment prior to inspection. Acknowledge. | Yes |
| 5 | Selected vendor will also need to work with the City of Spokane WTEF staff to develop their schedule timeline once the approach has been approved. Be advised that the WTEF operates 24 hours a day including holidays and weekends. Any and all work must be pre-authorized, the staff will make all efforts to accommodate the schedule once approved barring operational conditions and equipment statuses. The vendor could expect system shutdowns as long as 3 hours under the right conditions and work outside of receiving hours (7:30am-5:00pm) is generally better suited for equipment disturbances and shorter permitting times although work during receiving hours can usually be accommodated with proper coordination. | Yes |
| 6 | The WTEF requires vendor to submit a daily log of hours worked at the end of each shift; WTEF will provide vendor | Yes |

| 6.a | Should Bidders have any question regarding requirement to submit a daily log of hours worked at the end of each shift; Bidder are encouraged to ask question at the Mandatory Pre-Bid. Acknowledge. | Yes |
|-----|--|-----|
| 7 | If work is scheduled during a routine boiler outage the vendor will need to have a representative attend a 30 minute outage meeting both at the beginning of the day and again at the end, times will be decided at time of outage but are generally 8:00am and 3:00pm. These meetings are needed for coordination between all entities on site during the outage. Acknowledge. | Yes |
| 8 | SAFETY: The WTEF site has some special safety and PPE requirements to work at the facility. Acknowledge. | Yes |
| 8.1 | Contractor must abide by City of Spokane's Contractor Safety and Environmental Requirements (Policy 4490-2016-38-4) located in "Documents Tab". Acknowledge | Yes |
| 8.2 | The vendor should allow about 30 minutes for a safety orientation video, this can be sent to vendor to be completed prior to start of work if desired. Acknowledge. | Yes |
| 8.3 | Due to the nature of the processes and materials handled at the site all personnel entering the ash building or any building other than office spaces will be required to wear the minimum plant PPE of hard hats, safety glasses (or goggles if ash or dust visible in air) long sleeved shirts, pants, safety boots (steel toed or equivalent), hearing protection, and Tyvek suits while working inside the building. Vendor is responsible for providing PPE. Acknowledge. | Yes |
| 8.4 | The WTEF is regulated under environmental law, all plans must pass both the environmental managers review and safety coordinators view prior to final approval. Acknowledge. | Yes |
| 8.5 | The removal of any part of the building will likely need a temporary structure built to maintain the seal on the building until the building is restored if it exposes the inside of the building to daylight. Acknowledge. | Yes |
| 8.6 | The WTEF facility utilizes permits for hot work, confined space entry, Live electrical work etc. all issued from the shift supervisor through the control room. The vendor should allow time for preparation and the issuance of any needed permits. Acknowledge. | Yes |
| 8.7 | The awarded vendor will need their own confined space entry program, the city will set up any needed confined space entry but the vendor should have their own program. Acknowledge. | Yes |
| 8.8 | The vendor will also need to have current their own employee exposure control program for heavy metals to include but not limited to lead, cadmium, hexavalent chromium, inorganic arsenic etc. Safety requirements can be found in our contractor safety management program 4490-2016-38 these requirements must be adhered to by any contractor performing work on this site, a copy will be provided at time of bidding. Acknowledge. | Yes |

| | • • • | |
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| 8.9 | Vendor to Upload its "Employee Exposure Control Program" for heavy metals to include but not limited to lead, cadmium, hexavalent chromium, inorganic arsenic etc. Safety requirements can be found in our contractor safety management program 4490-2016-38 these requirements must be adhered to by any contractor performing work on this site. | CD Heavy Metal Program.pdf |
| #1 | Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees. | Yes |
| 1 | Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time. Hard, e-mailed or faxed copies and/or late bids shall not be accepted. | YES |
| 2 | The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date. | YES |
| 3 | All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City | YES |
| 4 | Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive. The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities | YES |
| 1 | Company Name | Complete Design |
| 2 | Company Mailing Address | PO Box 1914, Wenatchee, WA 98807 |
| 3 | Company Physical Address | 353 Malaga Highway, Wenatchee, WA 98807 |
| 4 | Company Phone Number | 5096623699 |
| 5 | Person's Name, Title, Email Address, and Phone Number Submitting Proposal | Johnny Davis, Engineer, johnny@completedesign.cc 5096623699 |
| 6 | Person confirms Company will confirm compliance with all instructions, terms, and conditions of this IRFP, to furnish items at the prices stated | Yes |
| 7 | Bidder accepts the Terms & Documents of this RFQ in accordance with the document so named in the 'Documents' tab. | Yes |
| 8 | Should Bidder have selected "No" to acceptance of Terms and Conditions as set forth in RFQ document so named in the 'Documents' Tab, Bidder must upload requested exceptions document for review here. | Yes |
| 9 | If Bidder has selected "No" to acceptance of Terms and Conditions and did not upload requested exceptions document, in prior question, vendor will not be considered a responsible bidder | |

| 10 | State Person and Phone To Be Contacted By City Concerning Items IRFP | Johnny Davis |
|----|---|---|
| 11 | Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement. Enter representative's name, phone number, and Email Address | Tess Goulet, 509662369 tess@completedesign.co |
| 1 | All materials submitted to the City in response to this competitive procurement shall become the property of the City. | ACKNOWLEDGED |
| 2 | All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56. | ACKNOWLEDGED |
| 3 | When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. | ACKNOWLEDGED |
| 4 | The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response. | ACKNOWLEDGED |
| 1 | In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all potential known proposers in receipt of the RFP. For this purpose, the published questions and answers from the Pre-Proposal Conference and any other pertinent information shall be provided as an addendum to the RFP. Acknowledge. | Yes |
| 2 | The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract. Acknowledge. | Yes |
| 1 | The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms. | Yes |
| 1 | Proposals shall remain in effect for a minimum of ninety (90) days from the due date for receipt of Proposals for acceptance by the City. | YES |
| 1 | Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive. The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities. | ACKNOWLEDGED |

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| 1 | The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal. | YES |
| 2 | The Proposer should be prepared to accept this IRFP for incorporation into a contract resulting from this IRFP. Contract negotiations may incorporate some or all of the Proposal. | YES |
| 1 | The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this IRFP, conduct of a presentation, or any other activities related to responding to this IRFP. | YES |
| 1 | This RFP does not obligate the City to contract for services specified herein. | Yes |
| 1 | Contract award, if made, will be to the Proposer submitting the most favorable Proposal. The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract from this IRFP. | YES |
| 2 | The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City. | YES |
| 3 | The City reserves the right to accept or reject any part of or all Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by service type or grouping of services, or by any manner most advantageous for the City. | YES |
| 4 | The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP. | ACKNOWLEDGED |
| 5 | The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities. | ACKNOWLEDGED |
| 6 | The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract. | Yes |
| 1 | Contractor acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount. | YES |
| 2 | Contractor agrees to accept payment by Credit Card with no additional charges/fees | NO |
| 3 | Invoices shall reference the invoice number and total quantities of materials | YES |
| 4 | All invoices shall be sent to the City of Spokane Solid Waste Disposal Department, 2900 S Geiger Blvd Spokane, WA 99224. | YES |

| | , , | |
|-----|--|---|
| 1 | The Major Sections of the Proposal Submitted Proposals submitted shall include: (1) Letter of Submittal; (2) Technical Proposal; (3) Management Proposal; (4) Cost Proposal. Proposals shall provide information in the same order as | YES |
| 2 | LETTER OF SUBMITTAL: To be considered a responsible bidder must provide the Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors: (1) Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written. (2) Legal status of the Firm (sole proprietorship, partnership, corporation, etc.). (3) Location of the facility from which the Firm would operate. (4) Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months. (5) Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications and | Spokane City 5138-19 Letter of Submittal.pdf |
| 2.1 | Proposals, unless otherwise agreed by the City. Upload LETTER OF SUBMITTAL | Spokane City 5138-19 Letter of Submittal.pdf |
| 3 | TECHNICAL PROPOSAL: To be considered a responsible bidder's Technical Proposal shall contain a comprehensive description of services including the following elements: 1. PROJECT APPROACH / METHODOLOGY 2. WORK PLAN 3. PROJECT SCHEDULE . 4. DELIVERABLES | Yes |
| 3.1 | TECHNICAL PROPOSAL: PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project. | Yes |
| 3.2 | TECHNICAL PROPOSAL: WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation | Yes |
| 3.3 | TECHNICAL PROPOSAL: PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided. | Yes |
| | TECHNICAL PROPOSAL: DELIVERABLES – Fully describe | |
| 3.4 | deliverables to be submitted under the proposed project. | Yes |

| | MANAGEMENT PROPOSAL: To be considered a responsible | |
|-----|--|-----|
| | bidder's Management Proposal shall contain a comprehensive | |
| 4 | description of the following elements: A) PROJECT | Yes |
| | MANAGEMENT; B) EXPERIENCE OF THE FIRM; C) | |
| | REFERENCES; D) RELATED INFORMATION | |
| | MANAGEMENT PROPOSAL A) PROJECT MANAGEMENT: 1. | |
| | PROJECT TEAM STRUCTURE / INTERNAL CONTROLS - | |
| | Provide a description of the proposed project team structure | |
| | and internal controls to be used during the course of the | |
| | project, including any subcontractors. Provide an organizational | |
| | chart of the Firm indicating lines of authority for personnel | |
| | involved in performance of this potential contract and | |
| | relationships of this staff to other programs or functions of the | |
| | Firm. This chart must also show lines of authority to the next | |
| | senior level of management. Include who within the Firm will | |
| | have prime responsibility and final authority for the proposed | |
| 4.1 | work. 2. STAFF QUALIFICATIONS / EXPERIENCE – Identify | Yes |
| | staff, including subcontractors, who will be assigned to the | |
| | potential contract, indicating the responsibilities and | |
| | qualifications of such personnel, and include the amount of | |
| | time each will be assigned to the project. Provide resumes' (not | |
| | to exceed two (2) pages per person) for the named staff, which | |
| | include information on the individual's particular skills related to | |
| | this project, education, experience, significant | |
| | accomplishments and any other pertinent information. The Firm | |
| | shall commit that staff identified in its Proposal will actually | |
| | perform the assigned work. Any staff substitution must have | |
| | the prior approval of the City | |
| | MANAGEMENT PROPOSAL A) PROJECT MANAGEMENT: 2. | |
| | STAFF QUALIFICATIONS / EXPERIENCE – Identify staff, | |
| | including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of | |
| | such personnel, and include the amount of time each will be | |
| | assigned to the project. Provide resumes' (not to exceed two | |
| 4.2 | (2) pages per person) for the named staff, which include | Yes |
| 7.2 | information on the individual's particular skills related to this | 103 |
| | project, education, experience, significant accomplishments | |
| | and any other pertinent information. The Firm shall commit that | |
| | staff identified in its Proposal will actually perform the assigned | |
| | work. Any staff substitution must have the prior approval of the | |
| | City | |
| | • | |
| 1 | MANAGEMENT PROPOSAL: B) EXPERIENCE OF THE FIRM | |
| | MANAGEMENT PROPOSAL: B) EXPERIENCE OF THE FIRM 1. Indicate the experience the Firm and any subcontractors | |
| | • | |
| | 1. Indicate the experience the Firm and any subcontractors | |
| | Indicate the experience the Firm and any subcontractors have in the following areas: Ultra-sonic testing of Super heaters | |
| 43 | 1. Indicate the experience the Firm and any subcontractors have in the following areas: Ultra-sonic testing of Super heaters at WTE Facilities. 2. Indicate other relevant experience that | Voc |
| 4.3 | 1. Indicate the experience the Firm and any subcontractors have in the following areas: Ultra-sonic testing of Super heaters at WTE Facilities. 2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, | Yes |
| 4.3 | 1. Indicate the experience the Firm and any subcontractors have in the following areas: Ultra-sonic testing of Super heaters at WTE Facilities. 2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract. 3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under | Yes |
| 4.3 | 1. Indicate the experience the Firm and any subcontractors have in the following areas: Ultra-sonic testing of Super heaters at WTE Facilities. 2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract. 3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of | Yes |
| 4.3 | 1. Indicate the experience the Firm and any subcontractors have in the following areas: Ultra-sonic testing of Super heaters at WTE Facilities. 2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract. 3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax | Yes |
| 4.3 | 1. Indicate the experience the Firm and any subcontractors have in the following areas: Ultra-sonic testing of Super heaters at WTE Facilities. 2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract. 3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the | Yes |
| 4.3 | 1. Indicate the experience the Firm and any subcontractors have in the following areas: Ultra-sonic testing of Super heaters at WTE Facilities. 2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract. 3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax | Yes |

| | • • | |
|-----|---|-------------------------|
| 4.4 | MANAGEMENT PROPOSAL: C) REFERENCES List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as | Yes |
| | references. The City may evaluate references at the City's discretion. | |
| | MANAGEMENT PROPOSAL: D) RELATED INFORMATION 1. If the Firm has had a contract terminated for default in the last | |
| | five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non- | |
| | performance or poor performance and if the issue of | |
| | performance was either (a) not litigated due to inaction on the | |
| | part of the Proposer, or (b) litigated and such litigation | |
| 4.5 | determined that the Proposer was in default. 2. Submit full | Yes |
| | details of the terms for default including the other party's name, | |
| | address, and phone number. Present the Firm's position on the | |
| | matter. The City will evaluate the facts and may, at its sole | |
| | discretion, reject the Proposal on the grounds of the past | |
| | experience. If no such termination for default has been | |
| | experienced by the Firm in the past five (5) years, so indicate. | |
| 4.6 | Upload Mangementl Proposal | management proposal.pdf |
| | COST PROPOSAL: The evaluation process is designed to | |
| 5 | award this procurement not necessarily to the Firm of least | Yes |
| 3 | cost, but rather to the Firm whose Proposal best meets the | 103 |
| | requirements of this RFP. | |
| | COST PROPOSAL: IDENTIFICATION OF COSTS Identify all | |
| | costs including expenses to be charged for performing the | |
| - 4 | services necessary to accomplish the objectives of the | V |
| 5.1 | contract. Submit a fully detailed budget including staff costs | Yes |
| | and any expenses necessary to accomplish the tasks and to | |
| | produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable | |
| | COST PROPOSAL: IDENTIFICATION OF COSTS Costs for | |
| 5.2 | subcontractors are to be broken out separately. | Yes |
| | COST PROPOSAL: COMPUTATION The score for the cost | |
| | Proposal will be computed by dividing the lowest cost Proposal | |
| 5.3 | received by the Firm's total cost. Then the resultant number will | Yes |
| | be multiplied by the maximum possible points for the cost | |
| | section. Acknowledge. | |
| | Adjustments to pricing after contract commencement date, | |
| | shall not produce a higher profit margin than that on the original | |
| | contract, clearly identify the items impacted by the increase, | |
| 5.4 | and be accompanied by documentation acceptable to Spokane | Yes |
| | City sufficient to justify the requested increase. Spokane City | |
| | will be the sole judge as to the acceptability of sources. | |
| | Acknowledge. | |
| 5.5 | An approved price increase will become effective after the | Yes |
| | approval of the increase. Acknowledge | |
| 5.6 | Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be | Yes |
| 5.6 | retroactive. Acknowledge. | 100 |
| | | |
| | | |

| 5.7 | Upload Cost Proposal | Cost proposal.pdf |
|------------|--|--------------------|
| | Responsive Proposals will be evaluated based on the requirements stated in this solicitation. The evaluation process | |
| | is designed to award this procurement not necessarily to the | |
| | Vendor of least cost, but rather to the Vendor whose Proposal | |
| | best meets the requirements of this IRFP. The City, at its sole | ACKNOWLEDGED |
| | discretion, may elect to select the top-scoring firms as finalists | |
| | for an oral presentation. The IRFP Coordinator may contact the | |
| | Proposer for clarification of any portion of the Proposer's | |
| | Proposal. | |
| | The following weighting and points will be assigned to the | |
| 1 | Proposal for evaluation purposes: Technical Proposal – 35%; | ACKNOWLEDGED |
| | Management Proposal – 30%; Cost Proposal – 35%. | |
| | Technical Proposal – 35% ; Possible 70 points. Project | |
| 2 | Approach/Methodology 15 Points (Maximum); Quality of Work | ACKNOWLEDGED |
| <u>-</u> | Plan 35 Points (Maximum); Project Schedule 10 Points | ACKNOWLEDGED |
| | (Maximum); Project Deliverables 10 Points (Maximum) | |
| | Management Proposal – 30%; Possible 60 points: Project | |
| 3 | Team Structure/Internal Controls 15 Points (Maximum); Staff | ACKNOWLEDGED |
| , | Qualifications/Experience 15 Points (Maximum); Experience of | ACKNOWLLDGLD |
| | the Firm 30 Points (Maximum) | |
| 4 | Cost Proposal – 35% Possible 70 Points (Maximum). | ACKNOWLEDGED |
| | Written submittals and oral presentations, if considered | |
| | necessary, will be utilized in selecting the winning Proposal. | |
| | The City, at its sole discretion, may elect to select the top | |
| | scoring finalists from the written evaluation for an oral | |
| 1 | presentation and final determination of contract award. Should | Acknowledged |
| | the City elect to hold oral presentations, it will contact the top- | |
| | scoring Firm(s) to schedule a date, time and location. | |
| | Commitments made by the Firm at the oral interview, if any, will | |
| | be considered binding. | |
| | This RFP does not obligate the City to award a contract. The | |
| | City of Spokane reserves the option of awarding this contract in | |
| 4 | any manner most advantageous for the City. More than one | A alma and a dam d |
| 1 | contract may be awarded. Award of contract, when made, will | Acknowledged |
| | be to the proposer whose Proposal is the most favorable to the | |
| | City, taking into consideration the evaluation factors. The City | |
| | Council shall make the award of contract or purchase. Upon request, a debriefing conference will be scheduled with | |
| | an unsuccessful Proposer. Discussion will be limited to a | |
| | critique of the requesting Firm's Proposal. Comparisons | |
| # 1 | between Proposals or evaluations of the other Proposals will | Acknowledged |
| | not be allowed. Debriefing conferences may be conducted in | |
| | person or on the telephone. | |
| | Following evaluation, a recommendation for award shall be | |
| | submitted to the City Council. Award of contract, if made, shall | |
| # 1 | be by the City Council in an open meeting. Proposers wishing | Acknowledged |
| , , | to protest the award of the contract must make their protests | Additiowioagea |
| | before the city council at the award hearing. | |

| | , , | |
|---|--|---|
| 1 | 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 Bidder 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 Bidder 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. | ACKNOWLEDGED |
| 2 | Enter City of Spokane Business Registration Number Here | Registration in process- no temporary number provided. DOL estimates 10 days. Confirmation Number 0-010-418-804 |
| 1 | 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. | Acknowledged |
| 1 | This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington. | Yes |
| 1 | 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 Contractor 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. Acknowledge | Yes |
| 1 | The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance. | Yes |
| 1 | force at its own expense, each insurance coverage noted below: | ACKNOWLEDGED |

| 2 | 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; | ACKNOWLEDGED |
|---|--|--------------|
| 3 | B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Vendor's services to be provided under this contract; and | ACKNOWLEDGED |
| 4 | 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. | ACKNOWLEDGED |
| 5 | D. Pollution Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Pollution Liability covers sums the Vendor is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage. | ACKNOWLEDGED |
| 6 | E. Professional Liability Insurance with a combined single limit of not less than \$500,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed. | ACKNOWLEDGED |
| 7 | There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Vendor or its insurer(s) to the City. | ACKNOWLEDGED |
| 8 | As evidence of the insurance coverages required by this contract, the Vendor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. | ACKNOWLEDGED |
| 1 | Should Bidder Want To Upload Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here. | |

PO Box 1914 Wenatchee, WA 98807-1914 509-662-3699 www.completedesign.cc

COMPLETE DEGIGN, INC.



September 23, 2019

Submitted via City of Spokane Procurement Portal

Re: Letter of Submittal

RFQu Number: 5138-19

Complete Design Inc. (hereafter referred to as "The Firm") is pleased to submit our statement of qualifications to propose on the City of Spokane RFQu #5138-19, Ash House Structural Integrity Inspection.

- 1. The name of the Firm is Complete Design, inc. The Firm's mailing address is PO Box 1914, Wenatchee, WA 98807. The Firm's physical location as well as principal place of business is 353 Malaga-Alcoa Highway, Suite 3, Wenatchee, WA, 98801. The Firm's phone number is (509) 662 3699. The e-mail address for contract contact is johnny@completedesign.cc.
- 2. The Firm is a corporation (S-Corp).
- 3. The Firm would operate from its physical location at 353 Malaga-Alcoa Highway, Suite 3, Wenatchee, WA, 98801.
- 4. The Firm currently employs no current or former employees of the City of Spokane.
- 5. The Firm agrees to comply with all terms and conditions set fort in the Request for Qualifications, unless otherwise agreed by the City of Spokane.
- 6. The Firm has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 US Code 6101, nor shall the Firm contract with a subcontractor who has been likewise debarred, suspended, ineligible for, or otherwise excluded from participation in above mentioned programs.

Sincerely,

Johnny Davis, P.E. Engineer

Tess Goulet Business Administrator

ADDENDUM NO. 1 IRFP 5138-19

IRFP 5138-19 Addendum 1 Ash House Structural Integrity Inspection

This Addendum is to distribute the additional information in regards to "Clarifications" question received.

The following list of drawings have been posed in "Documents Tab" of IRFP 5138-19.

Note: Bidders can zoom-in on posted drawing.

| J | 03 | -24- | -116 | REV1 | Ash | Hai | ndling | Bu | iile | ding | Floor Plan | |
|----------|----|------|------|--------|-----|-----|--------|----|------|------|------------|--|
| | | ٠. | | DE1 44 | | | | _ | | | | |

7 03-24-117 REV1 Ash Handling Building Elev

🔁 03-24-126 REV0 Ash Conditioning BLDG Plans and Elevations

🔁 03-27-125 REV1 Fly Ash Handling Plan A

🄁 03-27-128 REV1 Ash Handling System Section E-E

🔁 03-27-131 REV1 Ash Handling System Sections

🏂 03-27-133 REV1 Lower Ash Handling Plan and N. Elev Looking South

🔁 03-27-134 REV1 Upper Ash Handling Plan

梵 03-27-135 REV1 Ash Handling East Elev Looking West

芃 03-27-136 REV0 Ash Handling System FlyAsh Cond Equipment Gen Arrangement

芃 03-27-146 Ash Condition Bldg Ductwork Arrangement

📆 03-27-147 Ash Handling Bldg Hood & Ductwork Arrangement

📆 03-28-601 FLYASH HANDLING SYSTEM FLYASH CONDITIONER

7 03-28-602 ASH HANDLING SYSTEM ASH HANDLING BUILDING

🎵 03-28-602.5 Ash Handling System P&I Diagram Ash Handling Bldg

Grzzly feed belt (4 Pages)

🔀 WTE Conveyor Bid Drawings (2 Pages)

Kik 7 Cenolala

Rick Rinderle Procurement Specialist

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Complete Design

Company Signature

ADDENDUM NO. 2 PW ITB 5133-19

PW ITB 5138-19 Addendum 2
Ash House Structural Integrity Inspection

MADATORY PRE-BID CONFERENCE. A <u>mandatory</u> pre-bid conference was conducted on Tuesday, August 27, 2019, at 11:00AM, Pacific Local Time, at the Spokane Solid Waste Disposal, Waste To Energy Facility's Admin Office, 2900 S Geiger Blvd., Spokane WA, 99224

This Addendum is to distribute copy of the "sign-in sheet" as depicted below, and answer questions that were asked.

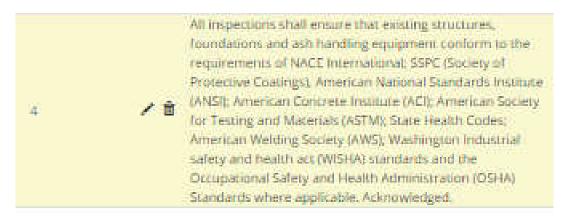
QUESTIONS, The following questions were asked:

- 1) Is the scope requiring an Engineering Opinion Report that would be "quantitative" or is the scope requiring an Engineering Analysis Report that would be have research and calculations with reasoning that would be used to evaluate data and determine the quality of the questionable material?
 - A) Larry Pratt advised the intent of the report in regards to each item that is required to be inspected is to have a documented response if item meets requirements of the original design utilizing applicable standards and codes applied to design drawings and original engineering requirements. If equipment is deemed substandard requiring repair or replacement vendor should provide supporting documentation as to why Contractor arrived at their decision, by referencing applicable Regulation, Standard, Code, or other applicable referenced source applied to the original applicable designed drawings or specifications, to support Vendor's decision. Vendor should not make a conclusion of deficiency without sighting source upon which vendor made recommendation. Vendor is encouraged to offer recommendations on repair or replacement opportunities for consideration on the premise of good will to deficient equipment or structure but the inspection data is required and will be used by the WTEF team to determine final outcome of inspection results. The scope includes inspection with the purpose of identifying deficiencies captured and submitted in a Quantitative Structural Condition Report, WTEF staff anticipates using these results combined with many other factors to determine the appropriate courses of repair or replacement needs.
- 2) Is Vendor required to make recommended correct actions?
 - A) No, the report needs to state "Deficiency" with support sighting applicable reference source as to why Vendor made the determination in regards to each item that is required to be inspected

IE: If a beam lost 50% of its original steel in wastage and 50% was a determining factor for meeting a standard, specification, code or requirement then vendor should state the determining

reference and mention the deficiency in the includes inspection with the purpose of identifying deficiencies captured and submitted in a Quantitative Structural Condition Report and make recommendations to repair or replace to aid the WTEF staff in course of action however the WTEF will determine whether repair or replacement is chosen based on many factors combined with the inspection report.

3) Clarification is needed as the Bid requirements stated in Service Description Question 4. (depicted below) could not merely be meet by Vendor performing an providing a "repair" or "replaced" recommendation and siting applicable reference source; to meet the requirement calculations would needed to be performed, therefore, this would require Vendor to provide an Engineering Analysis Report



Larry's response- If the vendor deems that the only way they can support this request is by completing and submitting an engineering analysis report then they should include that in their bid. The city is asking for a Quantitative Structural Condition Report and more so interested in the data collected in the inspection process. Based off this data the city will determine the course of action and some of those choices could be to replace, repair, or request an Engineering Analysis Report or some other course of action on pieces of equipment, areas of structure or floor/foundation locations but those decisions will be based upon the results of this inspection.

4) Are Vendors required to make recommended correct actions? No, they are required to identify deficiencies and report them and the standard, code, methods used to determine status of what they are inspecting.

IE: if beam lost 50% of its steel and is it supporting a large object, Vendor need to make any calculations advising if the beam is still able to provide proper support

Answer: No calculations are required. A rendering of beam test results, data collected, photo's, or whatever was determined needed to inspect the beam is required to be submitted. Condition of the beam should be reported based on applicable codes, standards and specifications and this information should be recorded in the Quantitative Structural Condition Report with the referenced supporting guidelines used to substantiate the determination.

- 5) After the City has received Vendors report in April 2020, does the Vendor have any responsibility to answer any additional questions to other Contractors/Vendors that may arise when the City utilizes the report to issued bids for repair or replacement?
 - A) No, once the city has the final report the city will review the report and call for a closing meeting. The meeting may include explanation of findings and or requests for understandings of the report if clarification is needed followed by acceptance of the report and a close out the RFP with a determination that all commitments complete and satisfied.
- 6) Who is responsible for cleaning surfaces to be inspected?
 - A) Awarded vendor would be responsible for cleaning services to perform inspections.
- Who is responsible for providing any associated equipment needed for Vendor to perform inspections.
 - A) Vendor is responsible for providing "all" associated equipment.

Referenced Bid:

- 8) If Vendor removes protective coating to perform inspections, is the Vendor responsible to for reapplying protective coating?
 - A) Yes, the vendor is responsible for providing and applying the protective coating to any surface in which the Vendor removed protective coating to perform inspections.
- 9) Does the Ash House have a high humidity?
 - A) Yes, the wet scrubber helps to remove particulates and humidity from the feed belt area when in operation but inherently the humidity can be high from many factors of operational requirements.
- 10) Are the attached Terms and Conditions applicable to this bid?

Yes.

11) Is respirators required to be worn by vendor when performing inspections?

Reference Scope of Work Section 8 through 8.8.

12) Is Fall Protection required when inspecting "cat walk"?

Yes, if required inspections are performed outside hand rails, or if safety features have been removed. Reference Scope of Work Section 8 through 8.8.

- All vendors concurred by merely providing a report, be it an Engineering Opinion Report or Engineering Analysis Report, it would not offer an unfair advantage should any of the Bidder decide to bid on future repair or replace Bid issued by the City, as the report is not making any recommended correct actions other than repair or replace.
- 2) Larry advised Bidder of when Vendor performs inspections, to ensure Vendor inspects where siding joints foundations to ensure building seal is still intact. Ash containment inside of building structures is required and where ash can or potentially may leak from the building a deficiency should be reported in the report.
- 3) Larry reiterated that the vendor would need to meet with the city to discuss and understand the City's schedule and operational limitations. Once the vendor developed their plan a schedule would need to be submitted in a format compatible with windows project and the city would approve the schedule once all parties agreed on its content. Also noted was that the time durations in the RFP were expectations under normal conditions but subject to and depending on plant conditions at the time of work.

WALK DOWN

A Walk down was conducted of the following areas, reiterating Scope of Work requirements for each location.

- 1) Bowling Alley; it were the following requirements were re-iterated the following requirements pertain:
 - a. -Building structural components
 - b. -Building roof components
 - c. -Building siding seal
 - d. -Grizzly feed belt conveyor
 - e. -Bowling alley sump and U drains
 - f. -Grizzly feed belt hood
 - g. -Pugmill drop chutes
 - h. –Support systems (air, water, chemical, control wiring, electrical) piping/conduit and supporting hardware
- 2) Grizzle Feed Belt
 - a. -Supporting structure
 - b. -Rollers, guides, belt trackers
 - c. -Grizzly feed belt hood
 - d. -Head and tail pulley supporting structure
 - e. -Temporary support pillars and cross beams
 - f. -Structural foundations
- 3) Ash Condition Room
 - a. -Ash conveyors 2&4
 - b. -Surge bins
 - c. -Pugmills
 - d. -Supporting equipment structures

- e. -Concrete and flooring
- f. -Flooring support structure
- g. -piping and hardware for plumbing and electrical
- h. -Building structural components condition and integrity
- i. -Roofing components structural integrity and condition

4) Pug Mills

- a. -Equipment condition
- b. -mounting hardware and foundations
- c. -supporting systems IE..air, acid ,water piping
- d. -Drop chutes and covers

5) Slurry Bin

- a. -Equipment condition
- b. -mounting hardware and foundations
- c. -supporting systems IE..air, acid ,water piping
- d. -Drop chutes and covers
- e. -Flyash coneyors 2&4

6) Ash Tower

- a. -Structural integrity of all steel members
- b. -Grizzly scalper
- c. -Large and small metals chute
- d. -Unders vibrating pan conveyor
- e. -Drop chutes
- f. -Magnetic separator
- g. -Flooring
- h. -Concrete flooring and foundations
- i. -Supporting systems piping conduit and mounting hardware
- j. -Fixtures and panels

7) Ash House

- a. -Building structural integrity
- b. -Concrete floor and Drain systems
- c. -Supporting systems
- d. -Lighting and electrical panels
- e. -Push walls
- f. -Siding and building seals
- g. -Roofing and structural roofing components
- h. -Housed buildings and enclosures

8) Metals Building

- a. Building structural integrity
- b. -Concrete floor and Drain systems
- c. -Supporting systems
- d. -Lighting and electrical panels
- e. -Push walls
- f. -Siding and building seals
- g. -Roofing and structural roofing components
- h. -Housed buildings and enclosures

It was reiterated that all communication between the Bidder and the City shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City, and the Clarification Deadline is 9/10/2019 by 9:00AM

Rick Rinderle Procurement Specialist

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company Signature

| Ash Hous | August 27, 2019 11:00 AM Pacific Local Time | | |
|---|--|-------------|-----------------------------|
| Company Name | Individual's Printed Name | Signature | Email address |
| Complete Design | Johnny Davis | AF | Johnny@completedes:y1.cc |
| Spokane WIEF | Larry Pratt ! | la | - Gratte spokenecity . org |
| Budinger | Han Murray | dollid | amurray Obudingerina com |
| Budinger | Eric Puyear | STORE ! | Equyear @ bulinger Inc. com |
| Bulmger & Ass. | John Murray | John Thurs | |
| Coffman Engineers | Jeff Mitchell | Mack Middle | mitchellescoffman.com |
| Coffman Engineers USB ENGINEERS DAVID LINKE | DAVID LINKE | Della Ca | linkaelsbergineerscom |
| SATTERWIND TESTING | JER SHURT | July | ieri@satterlundti.com |
| CITY of Spallone | Rel armoniz | 7232 | reindered cosphanecity an |
| | | | |

It was reiterated that all communication between the Bidder and the City shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City, and the Clarification Deadline is 9/10/2019 by 9:00AM

| Rik Renderle |
|---------------|
| Rick Rinderle |
| Procurement |
| Specialist |

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

| Company | Signature | |
|-----------------|-----------|--|
| Complete Design | | |

| Ash Hous | August 27, 2019 11:00 AM Pacific Local Time | | |
|--------------------|--|---------------|----------------------------|
| Company Name | Signature | Email address | |
| Complete Design | Johnny Davis | 45 | Johnny@completedsign.cc |
| Spokane WEF | Larry Pratt ! | la | Lprate Spokenecity . ora |
| Budinger | Han Murray | doublis | amurray Obudingerina com |
| Budinger | Eric Puyear | Sie | Equyear @ bulinge Inc. com |
| Bulmger & Ass. | John Murray | Josep Three | |
| Coffman Engineers | Jeff Mitchell | Mack Middle | mitchellocoffman.com |
| DAVID LINEEDS | DAVID LINKE | Della Ca | linka@lsbengireerscom |
| GATTERWIND TESTING | JEEL SHUET | July | ieri@satterlundti.com |
| CITY & SPANONE | Rich Rimbertz | 7252 | reinderles sammeet, en |
| | | | |



City of Spokane, Washington Supplemental Bidder Responsibility Criteria

| Bidders shall complete, sign and submit this form with attachments with Bid. | | | | |
|---|--|--|--|--|
| | | | | |
| Project Name: Ash House Structural Integrity Ins | spection | | | |
| | Project # IRFP 5138-19 | | | |
| Part A: General Company Information | | | | |
| Company Name Complete Design | | | | |
| Address 353 Malaga Highway So | uite 3, Wenatchee, WA 98801 | | | |
| Contact Name and Title Johny Davis, | Engineer | | | |
| Contact Phone 509 662 3699 | Contact E-mail Johnseconpletedesan. CC | | | |
| Years in business as a Prime Contractor 19 | Years in business as a sub-contractor 17 | | | |
| Years in business under present Name 17 | | | | |
| List any former company names under which the co in the past five (5) years | ompany, its owners, and/or its principals has operated | | | |
| Explain reason for name change(s) in the past five (! | 5) years | | | |
| | 7/10010 | | | |
| Part B: Work Experience | | | | |
| | including work experience, list at least the requested | | | |
| | time frame on the attached Project Experience form | | | |
| which are similar in type, size and scope of work red | quired for this project | | | |
| | | | | |
| Part C: Performance Evaluation | | | | |
| Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" | | | | |
| evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years? | | | | |
| Yes No | | | | |
| If "Yes" attach a separate, signed / dated statement listing the projects and an explanation. | | | | |
| . , , , , | | | | |
| Part D: Record of Debarment / Disqualification | | | | |
| Has the bidder (including the primary contractor, any firm with which any of the primary contractor's | | | | |
| owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise | | | | |
| prevented from bidding on, or completing any governmental agency or public works projects, including | | | | |
| debarment by the federal, state or other municipal government during the last five (5) years? | | | | |
| □ Yes 🖎 No | | | | |
| | listing any debarments, disqualifications, removal, etc. | | | |
| from any governmental public works project and the basis for the action. | | | | |
| Part E: Safety | | | | |
| In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations | | | | |
| by the OSHA or other agencies responsible for safe: | ty oversight? | | | |

The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.

□ Yes 🛣 No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

□ Yes 🖟 No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

□ Yes 🙀 No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part H. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

□ Yes 🕅 No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part I. Claims Against Retainage and Bonds

Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

Yes A No

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

| Part J. Termination for Cause |
|---|
| Has the bidder had any public works contract terminated for cause by any government agency during to previous five (5) years? |
| ⊐ Yes ≱ No |
| f "Yes", attach a separate signed / dated statement listing each contract terminated, the government of the contract and the circumstances involving the termination for cause. The City was determine if there are extenuating circumstances acceptable to the City in its sole discretion. |
| Part K: Litigation |
| Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms contracts in the previous five (5) years? |
| Yes & No |
| If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered againg the bidder along with a written explanation of the circumstances surrounding each lawsuit and arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitration demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuated circumstances acceptable to the City in its sole discretion. |
| Part L: Delinquent State Taxes |
| Does the bidder owe delinquent taxes to the Washington State Department of Revenue withou payment plan approved by the Department before the date of contract award? |
| □ Yes 📐 No |
| If "Yes", attach a separate signed / dated statement describing the circumstances and stating that bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List". |
| Part M: Subcontractor Responsibility |
| Does the bidder's standard subcontract form include the subcontractor language required by Roman 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility each of its subcontractor? Does the subcontract form require that each of the bidder's subcontract have and document a similar procedure for sub-tier subcontractors? |
| □ Yes 🙎 No |
| If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors. |
| Note. Each contract written for specifiz Job, including scope & licensing Requirement |
| Signature 5 |
| The unders gred certifies that the information and data contained herein is correct and complete. Fail to disclose information or submitting false or misleading information may result in rejection of my l |
| revocation of award, contract termination, or may impact my firm's ability to bid on future projects by City of Spokane. |
| Signature of Authorized Representative Date |
| a 23.19 |

Title

Printed Name of Authorized Representative

Attachment to Supplemental Bidder Responsibility Criteria
Work Experience Form

| Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed. | | | | |
|---|--|--|--|--|
| PROJEC | T DETAIL | | | |
| Bidder's Company Name Bidders Complete Design Project Name Ash House structural integrity inspection | Contact Name & Phone Number Davis - 509 668, 36 9 9 Project Contract Number TFR P 5138-19 | | | |
| Project Owner City of Spokare Project Owner Contact Name & Title | Project Location 2900 S. Geger BLVD, spoker, WA 9922L1 Owner's Telephone Number | | | |
| Project Owner Contact Name & Title Long ProH | 509 625 6580 | | | |
| Notice to Proceed Date Final Completion Date | Awarded Contract Value Final Contract Price | | | |
| Prime Contractor Name (If Not Bidder) | Contractor Contact Name & Phone Number (If Not Bidder) | | | |
| Brief Project Description Inspection & analysis of Bowling alley, Ash hardling building, ash Conditioning buildings | | | | |
| Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Observation & characteristics of Explosion & fire domaged Gas compressor studion in Converse County, Wyoming, including evaluating domage to existing structure & providing repair recommendations. Analysis of Existing Grandstond-Observation & analysis of structure for Corrosion, impact damage, and quality of construction in Corbon County, Wyoming. | | | | |

PO Box 1914 Wenatchee, WA 98807-1914 509-662-3699 www.completedesign.cc

COMPLETE DEGIGN, INC.



September 23, 2019

Submitted via City of Spokane Procurement Portal

Technical Proposal

Complete Design Inc. (hereafter referred to as "The Firm") is pleased to submit our Technical Proposal on the City of Spokane RFQu #5138-19, Ash House Structural Integrity Inspection.

Project Approach and Methodology

Complete Design's plan for this project is three phased. The phases include a visual only observation phase, a testing phase, and a report phase.

The visual observation phase is to first conduct a visual survey on structural items and equipment at the listed areas – the Ash Handling building, the Ash Conditioning building, the Bowling Alley. This first visual observation will be performed to determine the overall structural integrity of the various items. This observation will record the overall condition of the various members and will mark on plan and tag on site any steel member that fails the visual conformance criteria of less than 1/16" corrosion on the member. This visual observation will begin in the Ash Conditioning building, moving to the Bowling Alley, the Ash Handling building, and the equipment therein. The visual observation phase will also involve the concrete foundation of the structures and evaluating them, as well as various items such as building seal. Members will be cleaned for observation where required with sponges, copper wool, water from a bucket, and a waterpik to act as a small pressure washer. Fly ash from cleaning will be contained to a bucket where it can be placed with other fly ash within the building, preventing fly ash contamination outside of the building. Roof and wall members in the Ash Handling building will be observed with a lift.

The second phase will involve destructive and non-destructive testing (NDT) of the structural and equipment members that did not explicitly pass the visual observation. NDT of members will not be restricted solely to members that did not pass the visual observation. The main type of testing during this phase will involve ultrasonic (UT) testing of steel members on-site that are tagged in the field with survey paint as well as marked on the plans provided in the bidding phase by the City of Spokane. A survey of members, as well as their detected thickness and soundness as revealed by the UT testing, will be produced, along with thickness as measured by other instruments, such as calipers, where possible. Additional work during this phase will include Ground Penetrating Radar (GPR) of concrete foundation members in the Ash Handling building and in the Bowling Alley.

Additionally, destructive testing in the form of concrete coring and testing will be performed on exposed concrete in these two areas as well.

The third phase of the project will involve writing the report for the project. Findings from the first two phases, with supporting photographs, will be provided. A key plan marked on to the provided building plans will also be provided to illustrate the condition of the building. Any additional issues raised by the City of Spokane during the observation, such as the seal of the buildings, will be addressed in the report.

Work Plan

Phase One:

In the Ash Conditioning building, begin with the structure itself. At the entry stairway, document stair corrosion. Entering the structure, perform a survey of structural members of the building, cleaning fly ash where necessary, to determine how corroded the existing steel is. Perform observation around the walls. Document steel condition and mark on plan and in field any members that do not pass the visual observation. Utilizing fall protection, observation of the roof area on the catwalk should be possible. After observation of the structure of the Ash Handling building, observe the conditioners and equipment within the structure.

As with the Ash Conditioning building, observation in phase one of the Ash Handling building will begin with the structure. Observation of the walls and roof of the structure will require use of a lift. The condition of the concrete foundation of the structure will be noted at this time. The condition of the steel will be marked on plan and steel to be tested will be marked as well. Appropriate areas for GPR and test cores will be selected at this time.

Phase Two:

In both the Ash Conditioning and Ash Handling building, subcontractors from Budinger and Associates will perform NDT testing on the steel members that were marked for testing from the visual observation phase. Members to be tested will be recorded along with their condition. In addition, exposed concrete in the Ash Handling building and bowling alley will be tested with GPR to determine reinforcing bar and will be cored to determine the compressive strength of the concrete. Any cores will be repaired with high strength, non-shrink grout. NDT of equipment should be scheduled during a shutdown. If the shutdown is a cold iron shutdown, testing of all equipment should take place.

Phase Three:

Phase three consists of collating all previous data into a report. Each structure and internal equipment section will be listed, along with any structural deficiencies listed. Photographs of affected areas will be provided to illustrate findings from the report. Along with

reporting the findings from the visual observations and testing, basic analysis and recommendations for the structure will be provided.

Project Schedule

- Visual Observation. Visual observation can be provided prior to a shutdown. Begin work October 28, complete visual observation by November 1.
- Testing. Testing of structure can be provided without a shutdown. Observation of equipment should be performed during a shutdown. Estimated total testing time should not exceed one week.
- Report. Writing of report can proceed after non destructive testing is complete.

Deliverables

The deliverables provided for this project consist of a written report, detailing the visual and testing inspection of the Ash Conditioning, Ash Handling, and Bowling Alley buildings as well as the equipment contained therein. This report will explicitly detail any areas that require repair as well as address any issues mentioned by the City during the observation process.

COMPLETE DEGIGN, INC.



September 23, 2019

Submitted via City of Spokane Procurement Portal

Management Proposal

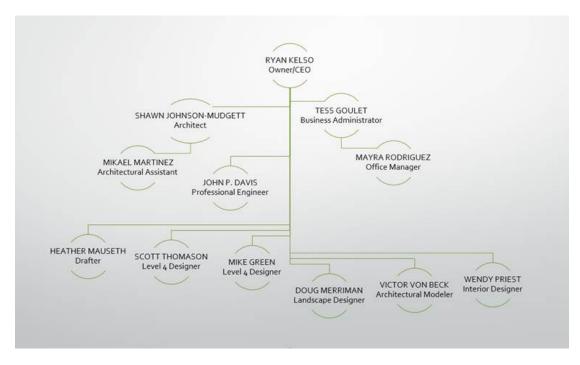
Complete Design Inc. (hereafter referred to as "The Firm") is pleased to submit our Management Proposal on the City of Spokane RFQu #5138-19, Ash House Structural Integrity Inspection.

Project Management

Johnny Davis (P.E.) will be the primary point of contact as well as the responsible party for the work on this project. As the Firm's engineer, Johnny Davis will have sole responsibility and authority for the work.

Tess Goulet will aid Johnny Davis to coordinate with the City of Spokane and subcontractors.

Ryan Kelso is the firm's owner. Ryan will assist as needed when inspection will require a 2-person effort, in measuring, in documenting, and in operating equipment, such as lifts.



Johnny Davis is the firm's engineer. Johnny has two years of experience in civil, geotechnical, and CMT work, five years of structural engineering experience, and seven years of special inspection experience. Johnny spent the first seven years of his career working for various firms in Wyoming and recently started working for Complete Design in May of 2019. Johnny is a registered P.E. in Washington and a P.E., S.E. in Wyoming. See attached resume. Johnny will be performing all work proposed under this RFQu.

Complete Design proposes to subcontract with Budinger and Associates to perform the non-destructive testing.

Experience of the Firm

The firm has experience in forensic engineering and inspection.

- Carbon County Grandstand. This project was performed by Johnny Davis prior to
 his time at Complete Design. This project involved observation of an existing steel
 grandstand for Carbon County, Wyoming, to observe the condition of the existing
 structure, to detail any substandard or damaged areas of the structure, and to detail
 proposed repair work for the structure. Job was done under contract for WLC
 Engineering, Contact- Chuck Bartlett, (307) 324 5262
- Capacity ES School. This project was performed by Johnny Davis prior to his time at Complete Design. This project involved steel, bolting, and welding special inspection of a new elementary school in Casper, Wyoming. Project involved working as a subcontractor under Inberg-Miller Engineers. Project involved inspecting steel members, detailing project nonconformance, communicating with structural engineer of issues in the field and relaying Structural's fix to contractors, and coordinating with NDT testing contractor also hired by Inberg-Miller. Contact: Peter Melander, (307) 577 0806
- Natrona County School District- Administration Complex Various Load Ratings. This project was performed by Johnny Davis prior to his time at Complete Design. The project involved load rating various structures as well as providing repair and retrofit recommendations for the structures. Various structures included wood mezzanines, wood storage shelves, steel free standing storage racks, steel storage racks attached to existing pre-manufactured metal buildings, modifications to existing pre-stressed concrete panels, and existing steel stair units. Contact is Dennis Bay, P.E., (307) 253 5200.

References

(In addition to references listed above, in Experience)

- 1. City of Casper Engineering Division. (307) 235 8341. Contact is Ethan Yonker, P.E. Reference is for Reference is for Johnny Davis for his experience prior to Complete Design.
- 2. Chelan County Fire Department. (509) 662 4734. Contact is for Brian Brett.
- 3. Douglas County PUD. (509) 881 2327. Contact is Scott Kreiter.
- 4. Bureau of Land Management, US Department of the Interior. Working as a subcontractor under Pace Manor Investments, LLC. Contact is Larry King, (509) 670 8115.

Related Information

The firm has not had a contract terminated for default in the last (5) years.

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COMPLETE DESIGN, INC.



September 23, 2019

Submitted via City of Spokane Procurement Portal

Cost Proposal

- 1) Inspection Costs:
 - a) Phase 1 Labor estimate is as follows:
 - i) Labor Costs: 80 hours = \$10,000.00
 - ii) Total Travel: \$1,650.00
 - iii) Total Hotel and Per Diem: \$1,425.00
 - iv) Total Equipment Rental Costs: \$6,500.00
 - v) Equipment Purchases: \$3,322.00
 - b) Phase 2 Labor estimate is as follows:
 - i) Labor Costs: 80 hours = 10,000.00
 - ii) Subcontractor Costs: \$56,660.00
 - iii) Total Travel: \$6,600.00
 - iv) Total Hotel and Per Diem: \$4,240.00
 - v) Total Equipment Rental Costs: \$12,500.00
 - c) Phase 3 Labor estimate is as follows:
 - i) Labor Costs: 60 hours = \$7,500.00

Total Estimated costs: \$134,750.00

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COMPLETE DESIGN, INC.



Complete Design Employee Exposure Program for Heavy Metals

This program is intended to reduce employee exposure to heavy metals. The program has 3 pillars: Using proper PPE, exposure mitigation, and time of contact.

Using proper PPE is the most important pillar of Complete Design's exposure program. Minimum required PPE for areas with known heavy metal exposure include use of work gloves, long sleeved shirts and pants, eye protection, and work boots. Additionally, Complete Design employees are required to adhere to any specific on-site PPE requirements. Furthermore, when inhalation of heavy metal particulates is a possibility, use of a breathing mask is required and use of a body suit, such as a Tyvek suit, is required.

Exposure mitigation is the second pillar of Complete Design's exposure program. Exposure mitigation involves using work habits to reduce possible heavy metal exposure. To mitigate heavy metal exposure, employees shall refrain from eating, drinking, chewing gum, or using nicotine products while in an area where heavy metal exposure is possible. When employees exit the area, they shall remove and rinse any protective equipment. Employees shall wash hands prior to eating or drinking. Complete Design employees are encouraged to keep a change of clothes to change in to after exiting heavy metal exposure areas.

Time of contact is the final pillar of Complete Design's exposure program. By reducing time in areas with heavy metal exposure, total heavy metal exposure can be reduced. When employees are idle or are otherwise unable to continue working, they should not remain in areas with heavy metal contamination. Upon exiting from a facility, removal of clothes is recommended and maintaining multiple changes of clothes can prevent heavy metal contamination on clothes from continuing to expose the employees. In addition, employees, where possible, shall be rotated in heavy metal contaminated areas on a 3-week work basis where possible.

| SPOKANE Agenda Sheet for City Council Meeting of: | | Date Rec'd | 10/15/2019 |
|---|--------------------------------|----------------|---------------|
| 10/28/2019 | | Clerk's File # | OPR 2019-0911 |
| | | Renews # | |
| Submitting Dept | DEVELOPER SERVICES CENTER | Cross Ref # | |
| Contact Name/Phone | ALI BRAST 6638 | Project # | |
| Contact E-Mail | ABRAST@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | 4700- MFTE FOR 107 S HOWARD ST | | |

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Black Enterprises, LP for 50 new multifamily housing units located at 107 S Howard St, Parcel Number 35191.2401.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

| Fiscal Impact | Grant related | ? NO | Budget Acc | count | |
|-------------------------|---------------|--------------|----------------|----------------------------|--|
| • | Public Works | ? NO | | | |
| Neutral \$ | | | # | | |
| Select \$ | | | # | | |
| Select \$ | | | # | | |
| Select \$ | | | # | | |
| Approvals | | | Council Not | ifications | |
| Dept Head | BECKE | R, KRIS | Study Sessio | n UE 10/14/19 | |
| Division Directo | <u>r</u> CORT | RIGHT, CARLY | <u>Other</u> | | |
| <u>Finance</u> | ORLO | B, KIMBERLY | Distribution | List | |
| <u>Legal</u> | PICCO | LO, MIKE | abrast@spokan | ecity.org | |
| For the Mayor | ORMS | BY, MICHAEL | kbecker@spoka | anecity.org | |
| Additional Ap | provals | | jwest@spokane | ecity.org | |
| Purchasing | | | ccortright@spo | ccortright@spokanecity.org | |
| | | | dnorman@spok | dnorman@spokanecity.org | |
| | | | korlob@spokan | korlob@spokanecity.org | |
| | | | | | |

MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Black Enterprises LP, as "Owner" whose business address is 801 W Riverside Ave Ste 300, Spokane, WA 99201.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RAILROAD ADD L1-2 B13

Assessor's Parcel Number(s) 35191.2401, commonly known as 107 S Howard St.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE.

The City and the Owner do mutually agree as follows:

- 1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
- 2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

- 3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.
- 4. The Owner intends to construct on the site, approximately 50 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.
- 5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.
- 6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:
- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required threeyear period or any authorized extension of the issuance of the conditional certificate of tax exemption.
- 7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.
- 8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:
- (a) a statement of occupancy and vacancy of the multiple family units during the previous year;

- (b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and
- (c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.
- 9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.
- 10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.
- 11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.
- 12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.
- 13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
- 14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.
- 15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

- 16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.
 - 17. This Agreement is subject to approval by the City Council.

| DATED this day of | September , 2019 |
|------------------------|---|
| CITY OF SPOKANE By: | Black Enterprises LP By: Aucus & Black |
| Mayor, David A. Condon | Its: General Partner |
| Attest: | Approved as to form: |
| City Clerk | Assistant City Attorney |

| STATE OF WASHINGTON) | |
|--|---|
|) ss. County of Spokane) | |
| On this day of | , 2019, before me, the undersigned, a ton, personally appeared DAVID A. CONDON and Mayor and the City Clerk, respectively, of the CITY executed the within and foregoing instrument, and free and voluntary act and deed of said municipal ein mentioned, and on oath stated that they were hat the seal affixed is the corporate seal of said eunto set my hand and official seal this day |
| of, 2019. ´ | |
| | Notary Public in and for the State of Washington, residing at Spokane |
| | My commission expires |
| Public in and for the State of Washington, pers, to me known to be the person who acknowledged the said instrument to be his/hepurposes therein mentioned. | executed the within and foregoing instrument, and er free and voluntary act and deed, for the uses and |
| September , 2019. | eunto set my hand and official seal this <u>25th</u> day |
| MARTI BEZDICEK Notary Public State of Washington License Number 173654 My Commission Expires July 29, 2022 | Notary Public in and for the State of Washington, residing at Spokane |
| | My commission expires 7/29/22 |

Briefing Paper Urban Experience Committee

| Division & Department: | Development Services Center | | |
|---|--|--|--|
| Subject: | MFTE Conditional Contract | | |
| Date: | October 14, 2019 | | |
| Contact (email & phone): | Ali Brast (abrast@spokanecity.org, 625-6638) | | |
| City Council Sponsor: | TBD | | |
| Executive Sponsor: | Teresa Sanders | | |
| Committee(s) Impacted: | Urban Experience | | |
| Type of Agenda item: | Consent Discussion Strategic Initiative | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | SMC 08.15 Multi- Family Housing Property Tax Exemption | | |
| Strategic Initiative: | | | |
| Deadline: | Will file for Council consideration following committee meeting | | |
| <u> </u> | | | |
| Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers: | re? Yes No N/A e generating, match requirements, etc.) ions/policy? Yes No N/A | | |

Tax Abatement Information:

| 2019 Multi-Family Tax Exemption MFTE | |
|---|-----------|
| Property Tax Forgone & Savings Calculator | |
| Project Name: 107 S Howard Apartments | |
| Number of units in the project | 50 |
| *Average Property Value Exempt per unit | \$121,094 |
| Estimated City Property Tax forgone annually per unit | \$2,604 |
| Estimated Property Tax saved per project annually | \$82,344 |
| Enter the number of years of MFTE (8 or 12) | 12 |
| Estimated Property Tax saved during the term of exemption | \$988,129 |
| Estimated City Tax forgone during the term of exemption per unit | \$31,242 |
| Estimated City Tax forgone during the term of exemption all units | \$374,908 |
| Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property. | |
| *Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments | |

Site Map:



| SPOKANE Agenda Sheet for City Council Meeting of: | | Date Rec'd | 10/15/2019 |
|---|-------------------------------|----------------|---------------|
| 10/28/2019 | | Clerk's File # | OPR 2019-0912 |
| | | Renews # | |
| Submitting Dept | DEVELOPER SERVICES CENTER | Cross Ref # | |
| Contact Name/Phone | ALI BRAST 6638 | Project # | |
| Contact E-Mail | ABRAST@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | 4700- MFTE FOR 509 APARTMENTS | | |

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with M & J Scott St, LLC 9 new multi-family housing units located at 509, 515, and 521 S Scott, Parcel Numbers 35201.5357, 35201.5356, and 35201.5355.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

| | Cuant | ۲۵ ما ما م | NO | | • | |
|-------------------------|--------------|------------|------------|-------------------------|-------------------------|--|
| Fiscal Impact | <u>Grant</u> | related? | NO | Budget Accour | <u>it</u> | |
| | Public | : Works? | NO | | | |
| Neutral \$ | | | | # | | |
| Select \$ | | | | # | | |
| Select \$ | | | | # | | |
| Select \$ | | | | # | | |
| Approvals | | | | Council Notific | ations | |
| Dept Head | | BECKER, | KRIS | Study Session | UE 10/14/19 | |
| Division Directo | <u>or</u> | CORTRIC | GHT, CARLY | <u>Other</u> | | |
| <u>Finance</u> | | ORLOB, | KIMBERLY | Distribution Lis | t | |
| <u>Legal</u> | | PICCOLO | , MIKE | abrast@spokanecity | .org | |
| For the Mayor | | ORMSBY | , MICHAEL | kbecker@spokaneci | ty.org | |
| Additional Ap | provals | <u> </u> | | jwest@spokanecity. | org | |
| <u>Purchasing</u> | | | | ccortright@spokane | city.org | |
| | | | | dnorman@spokaned | dnorman@spokanecity.org | |
| | | | | korlob@spokanecity.org | | |
| | | | | | | |

MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and M & J Scott St, LLC, as "Owner" whose business address is 1214 W Chaucer Ave, Spokane, WA 99208.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'F' OF LOT 4 BLK 3 HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'E' OF LOT 4 BLK 3 HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'D' OF LOT 4 BLK 3

Assessor's Parcel Number(s) 35201.5357, 35201.5356, 35201.5355, commonly known as 509, 515, 521 S Scott St.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

- 1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
- 2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall

fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

- 3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.
- 4. The Owner intends to construct on the site, approximately 9 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.
- 5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.
- 6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:
- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required threeyear period or any authorized extension of the issuance of the conditional certificate of tax exemption.
- 7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.
- 8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

- (a) a statement of occupancy and vacancy of the multiple family units during the previous year;
- (b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and
- (c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.
- 9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.
- 10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.
- 11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.
- 12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.
- 13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
- 14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.
- 15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

- 16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.
 - 17. This Agreement is subject to approval by the City Council.

| DATED this day of | , 2019 |
|------------------------|-------------------------|
| CITY OF SPOKANE | M & J Scott St, LLC |
| Ву: | ву: <u>М</u> |
| Mayor, David A. Condon | Its: Member |
| Attest: | Approved as to form: |
| City Clerk | Assistant City Attorney |

| STATE OF WASHINGTON) | | | |
|---|--|--|--|
| County of Spokane) ss. | | | |
| On this | | | |
| IN WITNESS WHEREOF, I have here of, 2019. | unto set my hand and official seal this day | | |
| | | | |
| | Notary Public in and for the State of Washington, residing at Spokane | | |
| | My commission expires | | |
| | | | |
| | i e | | |
| STATE OF WASHINGTON) | æ | | |
| STATE OF WASHINGTON)) ss. County of Spokane) | | | |
| On this 30 day of Splend Public in and for the State of Washington, person, to me known to be the person who | onally appeared lose Dwisexecuted the within and foregoing instrument, and r free and voluntary act and deed, for the uses and | | |
| On this 30 day of Splend Public in and for the State of Washington, person, to me known to be the person who acknowledged the said instrument to be his/he purposes therein mentioned. | executed the within and foregoing instrument, and | | |
| On this 30 day of Septement of the State of Washington, person who acknowledged the said instrument to be his/he purposes therein mentioned. | executed the within and foregoing instrument, and r free and voluntary act and deed, for the uses and unto set my hand and official seal this 30 day Notary Public in and for the State | | |
| On this 30 day of Septem Public in and for the State of Washington, pers to me known to be the person who acknowledged the said instrument to be his/he purposes therein mentioned. IN WITNESS WHEREOF, I have here of September 2019. | executed the within and foregoing instrument, and r free and voluntary act and deed, for the uses and unto set my hand and official seal this 30 day | | |

Briefing Paper Urban Experience Committee

| Division & Department: | Development Services Center | |
|--|---|--|
| Subject: | MFTE Conditional Contract | |
| Date: | October 14, 2019 | |
| Contact (email & phone): | Ali Brast (abrast@spokanecity.org, 625-6638) | |
| City Council Sponsor: | TBD | |
| Executive Sponsor: | Teresa Sanders | |
| Committee(s) Impacted: | Urban Experience | |
| Type of Agenda item: | Consent Discussion Strategic Initiative | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | SMC 08.15 Multi- Family Housing Property Tax Exemption | |
| Strategic Initiative: | | |
| Deadline: | Will file for Council consideration following committee meeting | |
| 9 | | |
| Budget Impact: Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes No N/A Requires change in current operations/policy? Yes No N/A Specify changes required: Known challenges/barriers: | | |

Tax Abatement Information:

| 2019 Multi-Family Tax Exemption MFTE | |
|---|-----------|
| Property Tax Forgone & Savings Calculator | |
| Project Name: 509 Apartments | |
| Number of units in the project | 9 |
| *Average Property Value Exempt per unit | \$121,094 |
| Estimated City Property Tax forgone annually per unit | \$469 |
| Estimated Property Tax saved per project annually | \$14,822 |
| Enter the number of years of MFTE (8 or 12) | 12 |
| Estimated Property Tax saved during the term of exemption | \$177,863 |
| Estimated City Tax forgone during the term of exemption per unit | \$5,624 |
| Estimated City Tax forgone during the term of exemption all units | \$67,483 |
| Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property. | |
| *Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments | |

Site Map:



| SPOKANE Agenda Sheet | Date Rec'd | 10/14/2019 | | |
|--------------------------------|---|---------------|----------|--|
| 10/28/2019 | Clerk's File # | OPR 2019-0913 | | |
| | | Renews # | | |
| Submitting Dept | ASSET MANAGEMENT | Cross Ref # | | |
| Contact Name/Phone | DAVID PAINE X6878 | Project # | | |
| Contact E-Mail | DPAINE@SPOKANECITY.ORG | Bid # | | |
| Agenda Item Type Contract Item | | Requisition # | CR 21075 | |
| Agenda Item Name | 5900 INSTALLATION OF CNG EQUIPMENT TO EXPAND CURRENT SYSTEM | | | |

Agenda Wording

On September 16th, 2019 bids were received for expanding the CNG refueling site (RFB # 2019-145). The only bid was from McClintock & Turk Inc. for \$91,066.00 (including sales tax).

Summary (Background)

Proposed contract with McClintock & Turk Inc. to expand the current CNG refueling site at the Nelson Complex. The expansion would expand the total from 32 to 50 refueling stalls.

| Fiscal Impact Grant related? | | NO | Budget Account | | | |
|---------------------------------------|--|-----------------|-----------------|---------------------------|--------|--|
| | Public Wo | orks? | YES | | | |
| Expense \$ 91,0 | 66.00 | | | # 4500-45700-94000-5620 | 3-9999 | |
| Select \$ | | | | # | | |
| Select \$ | | | | # | | |
| Select \$ | | | | # | | |
| Approvals | | | | Council Notifications | | |
| Dept Head | H | ARRIS, C | CURTIS | Study Session | | |
| <u>Division Director</u> | DirectorSTOPHER, SALLYOther10-7-2019 PSCHS | | 10-7-2019 PSCHS | | | |
| Finance BUSTOS, KIM Distribution List | | | | | | |
| <u>Legal</u> | D | ALTON, | PAT | CHARRIS@SPOKANECITY.ORG | | |
| For the Mayor | 0 | RMSBY, | MICHAEL | LAGA@SPOKANECITY.ORG | | |
| Additional App | rovals | | | KBUSTOS@SPOKANECITY.ORG | | |
| <u>Purchasing</u> | PF | RINCE, T | HEA | DPAINE@SPOKANECITY.ORG | | |
| | | | | JSALSTROM@SPOKANECITY.ORG | | |
| MARK@ | | MARK@MCTURK.NET | | | | |
| | | | | | | |

Briefing Paper Public Safety Committee

| Division & Department: | Asset Management | | | |
|---|---|--|--|--|
| Subject: | Contract Approval | | | |
| Date: | 10/7/19 | | | |
| Contact (email & phone): | Curtis Harris (<u>charris@spokanecity.org</u> X6284) | | | |
| City Council Sponsor: | | | | |
| Executive Sponsor: | Theresa Sanders | | | |
| Committee(s) Impacted: | Public Safety Committee | | | |
| Type of Agenda item: | □ Consent □ Discussion □ Strategic Initiative | | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | Budget/Capital Plan | | | |
| Strategic Initiative: | | | | |
| Deadline: | 10/7/19 | | | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Approval of Contract | | | |
| Background/History: Provide brie | f history e.g. this is the 3 rd and final 5 year extension of the contract | | | |
| Proposed contract with McClintock & Turk Inc. to expand the current CNG refueling site at the Nelson Complex. The expansion would expand the total from 32 to 50 refueling stalls. | | | | |
| Executive Summary: | | | | |
| On September 16 th , 2019 bids were received for expanding the CNG refueling site (RFB # 2019-145). The only bid was from McClintock & Turk Inc. for \$91,066.00 (including sales tax). We would like to include a 10% contingency bringing the total to \$100,172.60. | | | | |
| Budget Impact: Approved in current year budget? | | | | |
| If new, specify funding source: 4500-45700-94000-56203-99999 Other budget impacts: (revenue generating, match requirements, etc.) | | | | |
| Operations Impact: | | | | |
| Consistent with current operation | | | | |
| Requires change in current opera | tions/policy? □Yes ⊠No □N/A | | | |
| Specify changes required: Known challenges/barriers: | | | | |

| City Clerk's No. | |
|------------------|--|
|------------------|--|



City of Spokane

PUBLIC WORKS CONTRACT

Title: **NELSON FACILITY CNG EXPANSION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McCLINTOCK & TURK, INC.**, whose address is 516 North Sycamore, Spokane, Washington 99220 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. <u>PERFORMANCE/SCOPE OF WORK</u>.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled NELSON FACILITY CNG EXPANSION, selected via RFB 2019-145.

2. <u>CONTRACT DOCUMENTS</u>.

The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Asset Management Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. <u>TERM</u>.

The term of this Contract begins on November 1, 2019, and ends on October 31, 2020, unless amended by written agreement or terminated earlier under the provisions.

TERMINATION.

Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **NINETY ONE THOUSAND SIXTY SIX AND NO/100 DOLLARS (\$91,066.00)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
- 6. <u>WAGES</u>. 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.
- 7. 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 State 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.
- 8. <u>BONDS</u>. 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/performance bond on the form attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
- 9. <u>PUBLIC WORKS REQUIREMENTS</u>. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.
- 10. <u>INSURANCE</u>. During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

- i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; 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 thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) 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.

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

13. 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).
- C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.
 - 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
 - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
 - 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.
- 14. <u>NONDISCRIMINATION</u>. 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 Contractor 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.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 16. <u>DEBARMENT AND SUSPENSION</u>. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

- 17. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract documents.
- 18. <u>ASSIGNMENTS</u>. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
- 19. <u>ANTI-KICKBACK</u>. 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.
- 20. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
- 21. <u>DISPUTES</u>. 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.
- 22. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 23. <u>AUDIT / RECORDS</u>. 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.
- 24. <u>BUSINESS REGISTRATION REQUIREMENT</u>. 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.
- 25. <u>CONSTRUAL</u>. 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.
- 26. <u>MODIFICATIONS</u>. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
- 27. <u>INTEGRATION</u>. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

- FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in 28. performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
- KEY PERSONS. The Contractor shall not transfer or reassign any individual designated 29. in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor 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 Contractor's employment, the Contractor 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 Contractor from its obligations under this Contract.

| McCLINTOCK & TURK, INC. | CITY OF SPOKANE | | |
|---|-------------------------|--|--|
| By | Ву | | |
| Signature Date | 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 Contract: | | | |

Payment/Performance Bond Exhibit A - Scope of Work Exhibit B – Certification Regarding Debarment

| PAYMENT / PERFORMANCE E | <u>BOND</u> |
|---|--|
| We, McCLINTOCK & TURK, INC., as principal, andSurety, are held and firmly bound to the City of Spokane, Wasl THOUSAND SIXTY SIX AND NO/100 DOLLARS (\$91,066.0 for the payment of which, we bind ourselves and our legal repand severally by this document. | (0) , including sales tax if applicable |
| The principal has entered into a contract with the City of Spoturnish all materials for the NELSON FACILITY CNG EXPANS | |
| A. promptly and faithfully perform the Contract and any contract hold harmless the City from all loss, damage, or claim which m the principal, its agents, employees, or subcontractors; and | |
| B. comply with all federal, state and local laws and regulations | ; and |
| C. pay all laborers, mechanics, subcontractors, material supplies such person or subcontractors, and pay all taxes and contril authorized by law; | |
| then this obligation shall be null and void; otherwise it shall rem | ain in full force and effect. |
| The Surety for value received agrees that no change, extension terms of the Contract, the specifications accompanying the Conunder the Contract shall in any way affect its obligation on this bewaives notice of any change, extension of time, alteration or act the work performed. The Surety agrees that modifications and of the Contract that increase the total amount to be paid the Fithe obligation of the Surety on this bond and notice to Surety obligation. Any judgment obtained against the City, which relate this bond, shall be conclusive against the principal and the Surety and liability, if reasonable notice of the suit has been given. | ntract, or to the work to be performed bond, except as provided herein, and dition to the terms of the Contract of changes to the terms and conditions Principal shall automatically increased is not required for such increased es to or is covered by the contract of |
| SIGNED AND SEALED on | |
| AS PRINCIPA | AL |
| By: Title: | |
| A valid POWER OF ATTORNEY for the Surety's agent must AS SURETY accompany this bond. | |

By: _____ Its Attorney in Fact

| STATE OF WASHINGTON |) |
|-------------------------|--|
| County of |) ss.) |
| sig | have satisfactory evidence that |
| · · | ged it as the agent or representative of the named surety company s in the State of Washington, for the uses and purposes therein |
| DATED: | Signature of Notary Public |
| | My appointment expires |
| Approved as to form: | |
| Assistant City Attorney | _ |

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

| Name of Subrecipient / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
|--|-------------------------------|
| Name of Certifying Official (Type or Print) | Signature |
| Title of Certifying Official (Type or Print) | Date (Type or Print) |

Washington State Department of Revenue

Services > Business Lookup > MCCLINTOCK & TURK, INC.

License Information: New search Back to results

Entity name: MCCLINTOCK & TURK, INC.

Business name: MCCLINTOCK & TURK, INC.

Entity type: **Profit Corporation**

UBI#: 328-040-432

Business ID: 001

Location ID: 0001

Location: Active

Location address: 516 N SYCAMORE ST

SPOKANE WA 99202-4625

Mailing address: PO BOX 3243

SPOKANE WA 99220-3243

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance |
|---|--------------|-------|---------|--------|-----------------|----------------|
| Airway Heights General Business - Non-Resident | 3291 | | | Active | Dec-31-2019 | Jan-04-2019 |
| Cheney General Business - Non- Resident | BUS2010-112 | | | Active | Dec-31-2019 | Jan-04-2019 |
| Liberty Lake General Business - Non-Resident | 00470 | | | Active | Aug-31-2020 | May-18-2006 |
| Spokane General Business - Non- Resident | T12009987BUS | | | Active | Aug-31-2020 | Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | 01045 | | | Active | Aug-31-2020 | Feb-09-2004 |

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

Governing people Title

HENRY, MARK

WILLIAMS, DON

WILLIAMS, RUSS

The Business Lookup information is updated nightly. Search date and time: 10/14/2019 3:03:10 PM

Working together to fund Washington's future

MDEMOSS

2,000,000

2,000,000

1,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2019

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 THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

| | s not confer rights to the certificate holder in lieu of si | | orocinciii. A oi | | |
|---|---|---|------------------|-------------|--|
| PRODUCER | | CONTACT NAME: | | | |
| Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 | | PHONE (A/C, No, Ext): (509) 325-3024 FAX (A/C, No): (509) | | 325-1803 | |
| Spokane, WA 99201 | 3te 600 | E-MAIL ADDRESS: | | | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | | INSURER A: Phoenix Insurance Company | | 25623 | |
| INSURED | | INSURER B: Travelers Indemnity Company | | 25658 | |
| McClintock & Turk Inc. | | INSURER C: Travelers Property Casualty Company of America | | 25674 | |
| PO Box | | INSURER D : St. Paul Surplus Lines Insurance Company | | 30481 | |
| Spokan | e, WA 99202 | INSURER E : | | | |
| | | INSURER F: | | | |
| COVERAGES | CERTIFICATE NUMBER: | REVISION NUM | MBER: | | |
| | Y THAT THE POLICIES OF INSURANCE LISTED BELOW | | | | |
| 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, | | | | | |
| | ONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE | | DDJLOT TO ALL | THE TEINIO, | |
| INCD | ADDI SURP | POLICY EEE POLICY EYP | · | | |

TYPE OF INSURANCE INSD WVD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) LIMITS LTR 1,000,000 Α Χ **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE X OCCUR 10/20/2019 | 10/20/2020 CO527D3267PHX19 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE**

COMBINED SINGLE LIMIT (Ea accident) Χ ANY AUTO 8106N7021881926G 10/20/2019 | 10/20/2020 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY 5,000,000 С Χ X **UMBRELLA LIAB** OCCUR **EACH OCCURRENCE**

CUP9J5335241926 10/20/2019 10/20/2020 5,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE 10,000 DED X RETENTION \$ OTH-ER WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE

CO527D3267PHX19 10/20/2019 10/20/2020 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT ZCC41N14230 7/10/2019 7/10/2020 2,000,000 Pollution Liability Aggregate

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

| CEDTIFICATE HOLDED | CANCELLATION |
|--------------------|--------------|

City of Spokane 44 W Riverside Ave Spokane, WA 99201

POLICY X PRO-

OTHER

AUTOMOBILE LIABILITY

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

PRODUCTS - COMP/OP AGG EBL AGGREGATE L

| SPOKANE Agenda Sheet | Date Rec'd | 10/15/2019 | |
|---------------------------|---------------------------|----------------|---------------|
| 10/28/2019 | | Clerk's File # | OPR 2019-0914 |
| | | Renews # | |
| Submitting Dept | PLANNING | Cross Ref # | |
| Contact Name/Phone | TERI STRIPES 625-6597 | Project # | |
| Contact E-Mail | TSTRIPES@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | 0650 - EPA GRANT CONTRACT | | |

Agenda Wording

Accepting a contract with the EPA for the \$600,000 Coalition Assessment Grant for the University District Coalition will enable us to carry out environmental due diligence and remedial investigation on private and public properties where development

Summary (Background)

As the lead applicant, the City has formed a Coalition with four primary District stakeholders, including the University District Public Development Authority (UDPDA), WSU Health Sciences Spokane, Gonzaga University and the Empire Health Foundation (referred to as "the Coalition").

| Fiscal Impact | Grant related? | YES | Budget Account | | |
|-------------------------|----------------|--------------------------|--------------------------|--------------------------------|--|
| | Public Works? | NO | | | |
| Revenue \$ 600,000 | | | # 1360-94170-99 | # 1360-94170-99999-33166-99999 | |
| Select \$ | | | # | | |
| Select \$ | | | # | | |
| Select \$ | | | # | | |
| Approvals | | | Council Notif | Council Notifications | |
| Dept Head | MEULE | R, LOUIS | Study Session | | |
| Division Directo | r CORTR | IGHT, CARLY | <u>Other</u> | Urban Experience | |
| Finance ORLOB, KIMBERLY | | Distribution List | | | |
| <u>Legal</u> | DALTO | N, PAT | sstopher@spokar | sstopher@spokanecity.org | |
| For the Mayor ORM | | BY, MICHAEL | korlob@spokaned | korlob@spokanecity.org | |
| Additional Approvals | | | htrautman@spok | htrautman@spokanecity.org | |
| Purchasing | | tstripes@spokanecity.org | | | |
| GRANTS & STOPH | | ER, SALLY | mpiccolo@spokar | mpiccolo@spokanecity.org | |
| | | sbishop@spokane | sbishop@spokanecity.org | | |
| | | tsanders@spokan | tsanders@spokanecity.org | | |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

is likely or encouraged to redevelop. The scope of work for the grant includes a property condition assessment, conducting Phase I and Phase II environmental site assessments, conducting preliminary site planning, and creating site-specific brownfield alternative cleanup plans based upon the preliminary site planning.

Summary (Background)

The Coalition will leverage \$600,000 of EPA Brownfield Coalition Assessment Grant funding with proven strategies and incentives to engage the community in a dynamic process to revitalize priority brownfields and address the socioeconomic challenges facing a community with substantial measures of opportunity and distress.

| Fiscal Impact | Budget Account |
|-------------------------|----------------|
| Select \$ | # |
| Select \$ | # |
| Distribution List | |
| gcooley@spokanecity.org | |
| | |
| | |
| | |

Briefing Paper

Urban Experience Committee

| Division & Department: | Planning Economic Development Team | | | | | |
|--|--|--|--|--|--|--|
| Subject: | Brownfields Program Grant Award for University District | | | | | |
| | Coalition | | | | | |
| Date: | June 10, 2019 | | | | | |
| Author (email & phone): | Department Director, Heather Trautman and Teri Stripes x6597 | | | | | |
| City Council Sponsor: | Ben Stuckart/Karen Stratton | | | | | |
| Executive Sponsor: | Gavin Cooley | | | | | |
| Committee(s) Impacted: | Urban Experience | | | | | |
| Type of Agenda item: | X Consent Discussion Strategic Initiative | | | | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan) | Strategies and Tactics: Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets Expected Outcomes: Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region | | | | | |
| | Comprehensive Plan, Charter 7 Economic Development: | | | | | |
| | ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial • Property is available for economic development activities. | | | | | |
| | ED 6 INFRASTRUCTURE Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center. | | | | | |
| | ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate. | | | | | |
| | ED 7.4 Tax Incentives for Land Improvement Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development. ED 7.5 Tax Incentives for Renovation | | | | | |

| | Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated | | | | | | |
|---|--|--|--|--|--|--|--|
| | residential and commercial properties and buildings for new | | | | | | |
| | economic activity. | | | | | | |
| Strategic Initiative: | See above Alignment with Urban Edge | | | | | | |
| Deadline: | July 1, 2019 | | | | | | |
| Outcome: (deliverables, | As the lead applicant, the City has formed a Coalition with four | | | | | | |
| delivery duties, milestones to | primary District stakeholders, including the University District Public | | | | | | |
| meet) | Development Authority (UDPDA), WSU Health Sciences Spokane, | | | | | | |
| | Gonzaga University and the Empire Health Foundation (referred to as | | | | | | |
| | "the Coalition"). The Coalition will leverage \$600,000 of EPA | | | | | | |
| | Brownfield Coalition Assessment Grant funding with proven | | | | | | |
| | strategies and incentives to engage the community in a dynamic | | | | | | |
| | process to revitalize priority brownfields and address the | | | | | | |
| | socioeconomic challenges facing a community with substantial | | | | | | |
| | measures of opportunity and distress. | | | | | | |
| | rief history e.g. this is the 3 rd and final 5 year extension of the contract | | | | | | |
| which was put in place in 2007. | . (at a cost of \$15.4M), the University District Gateway Bridge spans the | | | | | | |
| · · · · · · · · · · · · · · · · · · · | ng connectivity for pedestrian and bike traffic to the institutions of | | | | | | |
| · · | Additionally, at the South Landing of the bridge, construction is | | | | | | |
| | ling. The five-story 159,000 sq. ft. Catalyst is the anchor in a planned | | | | | | |
| | y and academia will partner to foster innovation and collaboration. | | | | | | |
| · | er) investments, the District is poised for a new era of rapid | | | | | | |
| - | nmental impacts associated with the large number of brownfields must | | | | | | |
| | ict's full potential. With incredible successes that include Kendall Yards | | | | | | |
| and Riverfront Park (major bro | wnfield redevelopments neighboring the District), the City has built | | | | | | |
| one of the most sustainable Br | ownfields Redevelopment Programs in Region 10. To accomplish its | | | | | | |
| goals, the program continues t | o rely on an array of EPA and state brownfield grants to enhance local | | | | | | |
| funding sources and stimulate | public-private partnerships. | | | | | | |
| Executive Summary: | | | | | | | |
| Accepting a contract with the EPA for the \$600,000 Coalition Assessment Grant for the University | | | | | | | |
| | to carry out environmental due diligence and remedial investigation on | | | | | | |
| | where development is likely or encouraged to redevelop. The scope of | | | | | | |
| work for the grant includes a property condition assessment, conducting Phase I and Phase II | | | | | | | |
| environmental site assessments, conducting preliminary site planning, and creating site-specific | | | | | | | |
| brownfield alternative cleanup plans based upon the preliminary site planning. | | | | | | | |
| Dudget large et | | | | | | | |
| Budget Impact: | ot2 v Vos 🗖 No | | | | | | |
| Approved in current year budg Annual/Reoccurring expenditu | | | | | | | |
| | re? Yes x No le generating, match requirements, etc.) | | | | | | |
| Operations Impacts: (revenu | e generating, match requirements, etc.) | | | | | | |
| Consistent with current operat | ions/policy? X Yes 🔲 No | | | | | | |
| Requires change in current operation | ··· / | | | | | | |
| Specify changes required: ORD | | | | | | | |
| Known challenges/harriers: | | | | | | | |

Known challenges/barriers:



EPA Brownfields Program

EPA's Brownfields Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Small Business Liability Relief and Brownfields Revitalization Act of 2002, as amended by the Brownfields Utilization, Investment and Local Development Act of 2018, was passed to help states and communities around the country clean up and revitalize brownfield sites. Under this law, EPA provides financial assistance to eligible applicants through five competitive grant programs: Multipurpose Grants, Assessment Grants, Revolving Loan Fund Grants, Cleanup Grants, and Environmental Workforce Development and Job Training Grants. Additionally, funding support is provided to state and tribal response programs through a separate mechanism.

Assessment Grant

\$450,000 for hazardous substances

\$150,000 for petroleum

EPA has selected the City of Spokane for a Brownfields Assessment Coalition Grant. Community-wide hazardous substances grant funds will be used to conduct nine Phase I and six Phase II environmental site assessments, and to prepare six cleanup plans and four reuse plans. Community-wide petroleum grant funds will be used to conduct five Phase I and two Phase II environmental site assessments, and to prepare two cleanup plans and two reuse plans. Grant funds of both types also will be used to update the inventory of brownfield sites and conduct community outreach activities. The target area for this grant is the 770-acre University District located along the Spokane River. Coalition partners are the University District Public Development Authority, Washington State University Health Sciences Spokane, Gonzaga University, and the Empire Health Foundation.

Contacts

For further information, including specific grant contacts, additional grant information, brownfields news and events, and publications and links, visit the EPA Brownfields Web site (http://www.epa.gov/brownfields).

EPA Region 10 Brownfields Team (206) 553-7299 EPA Region 10 Brownfields Web site (https://www.epa.gov/brownfields/brownfields-and-land-revitalization-washington-i daho-oregon-and-alaska)

Grant Recipient: City of Spokane, WA (509) 625-6597

The information presented in this fact sheet comes from the grant proposal; EPA cannot attest to the accuracy of this information. The cooperative agreement for the grant has not yet been negotiated. Therefore, activities described in this fact sheet are subject to change.

BF - 01J65801 - 0 Page 1



EIN: 91-6001280

Phone: 509-625-6597

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

Phone: 206-553-0249

RECIPIENT TYPE:

Municipal

Send Payment Request to:
Las Vegas Finance Center
Email: LVFC-grants@epa.gov

RECIPIENT: PAYEE:

City of Spokane

808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329

City of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329

Spokane, WA 99201-3329

PROJECT MANAGEREPA PROJECT OFFICEREPA GRANT SPECIALISTTeri StripesBrandon PerkinsFelicia Thomas

Phone: 206-553-6396

808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329

E-Mail: tstripes@spokanecity.org

1200 Sixth Avenue, Suite 155, 13-J07
Seattle, WA 98101

E-Mail: perkins.brandon@epa.gov

1200 Sixth Avenue, Suite 155 17-C04
Seattle, WA 98101

E-Mail: thomas.felicia@epa.gov

PROJECT TITLE AND DESCRIPTION

Spokane University District Assess Coalition FY19

This agreement will provide funding for the City of Spokane to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in the University District of Spokane. The City of Spokane and its Coalition partners will conduct approximately 14 Phase I ESAs, 8 Phase II ESAs, 5 RBM surveys, and 6 ABCAs. in the project target area. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

 BUDGET PERIOD
 PROJECT PERIOD
 TOTAL BUDGET PERIOD COST
 TOTAL PROJECT PERIOD COST

 08/01/2019 - 07/30/2022
 08/01/2019 - 07/30/2022
 \$600,000.00
 \$600,000.00

NOTICE OF AWARD

Based on your Application dated 06/20/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | AWARD APPROVAL OFFICE | | | |
|---|--|--|--|--|
| ORGANIZATION / ADDRESS | ORGANIZATION / ADDRESS | | | |
| EPA Region 10 1200 Sixth Avenue, Suite 155 (17-C04) Seattle, WA 98101 | U.S. EPA, Region 10 Land, Chemicals, & Redevelopment Division 1200 Sixth Ave, Suite 155 MS 13-J07 Seattle, WA 98101 | | | |
| THE HAUTER OF AMERICA BY THE H.C. ENVIRONMENTAL PROTECTION ACENOY | | | | |

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

 Digital signature applied by EPA Award Official
 PeggyD Johnson - Grants Management Officer
 DATE 08/23/2019

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------|---------------|
| EPA Amount This Action | \$ | \$ 600,000 | \$ 600,000 |
| EPA In-Kind Amount | \$ | \$ | \$ 0 |
| Unexpended Prior Year Balance | \$ | \$ | \$ 0 |
| Other Federal Funds | \$ | \$ | \$ 0 |
| Recipient Contribution | \$ | \$ | \$ 0 |
| State Contribution | \$ | \$ | \$ 0 |
| Local Contribution | \$ | \$ | \$ 0 |
| Other Contribution | \$ | \$ | \$ 0 |
| Allowable Project Cost | \$ 0 | \$ 600,000 | \$ 600,000 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|---|------------------------|---------------------------------------|
| 66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements | CERCLA: Sec. 104(k)(2) | 2 CFR 200 2 CFR 1500 and 40 CFR 33 |

| Fiscal | | | | | | | | | |
|-----------|--------------------------|----------|-----------------|------------------------|-----|-----------------|--------------|----------------------|------------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 1910BDG114 1910BDG114 | 19 19 | E4 E4 | 10L4AG7 | | 4114 | - | | 450,000 150,000 |
| | | | | | | | | | 600,000 |

Budget Summary Page

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|---|--|
| 1. Personnel | \$28,800 |
| 2. Fringe Benefits | \$14,400 |
| 3. Travel | \$8,000 |
| 4. Equipment | \$0 |
| 5. Supplies | \$0 |
| 6. Contractual | \$548,800 |
| 7. Construction | \$0 |
| 8. Other | \$0 |
| 9. Total Direct Charges | \$600,000 |
| 10. Indirect Costs: % Base | \$0 |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.) | \$600,000 |
| 12. Total Approved Assistance Amount | \$600,000 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$600,000 |
| 15. Total EPA Amount Awarded To Date | \$600,000 |

Administrative Conditions

1. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): <u>LVFC-grants@epa.gov</u>
- MBE/WBE reports (EPA Form 5700-52A): bennett.andrea@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: wasson.wendy@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: perkins.brandon@epa.gov
- Administrative questions: thomas.felicia@epa.gov

B. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

C. Disadvantages Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$250,000., including amendments and/or modifications. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found here: https://www.epa.gov/sites/production/files/documents/5700-52a updated.pdf or at the EPA Office of Small and Disadvantaged Business Utilization's Home Page at https://www.epa.gov/resources-small-businesses

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, the recipient must provide a

justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Region 10 DBE Coordinator. All procurement actions are reportable, not just that portion which exceeds \$250,000. When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D. Visit this link for more information on 40 CFR Part 33: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33 main 02.tpl

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

NATIVE AMERICAN PROVISIONS, 40 CFR, Section 33.304

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

1. For Grant Awards \$250,000 or Less

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the recipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the recipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

2. For Recipients Accepting Goals

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements. In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR. Part 33. Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption. Accepting the Fair Share Objectives/Goals of Another Recipient - The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found: http://www.epa.gov/osbp/pdfs/r10 fair share goals.pdf

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market. Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment. The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

3. For Recipients with Established Goals

The recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements. In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption, Current Fair Share Objective/Goal - The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found:

http://www.epa.gov/osbp/pdfs/r10 fair share goals.pdf

Negotiating Fair Share Objectives/Goals - In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

D. INTERGOVERNMENTAL REVIEW PERIOD (IF APPLICABLE)

In accordance with 40 CFR Part 29, EPA must allow for an intergovernmental review comment period on this grant program. Accordingly, the Grantee may incur costs at its own risk but shall not draw down any funds associated with this award until the process is completed.

E. Pre-Award Costs

In accordance with 2 CFR 1500.8, the grantee may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from budget start date to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

F. Interim Federal Financial Reports (FFRs) (also listed in General Terms and Conditions)

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the agreement. The FFR must be emailed to LVFC-grants@epa.gov. A courtesy copy of the interim FFR can be submitted to the local Grants Office via email to: thomas.felicia@epa.gov. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted. EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

G. Closeout (also listed in General Terms and Conditions)

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR, in accordance with 2 CFR 200.343. At that time, the recipient must submit the following forms/reports to EPA if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Visit this link for submission requirements and frequently asked questions:

https://www.epa.gov/grants/frequent-questions-about-closeouts

H. Indirect Costs Not Included (All Organizations) (also listed in General Terms and Conditions)

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", the cost principles of 2 CFR 200 Subpart E are applicable to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

I. Consultant Cap (also listed in General Terms and Conditions)

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS & CONDITIONS

FY19 Assessment Cooperative Agreement Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term "assessment" includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

- Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield Assessment cooperative agreements.
- 2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
- 3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
- 4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- 5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has

defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

- a. For any <u>petroleum-contaminated brownfield site</u> that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is "no viable responsible party" for the site;
 - ii.the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

- b. Documentation must include:
 - i. the identity of the State program official contacted;
 - ii.the State official's telephone number;
 - iii. the date of the contact; and
 - iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

- c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For assessment coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

- 1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
 - b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA.
 - c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in Section III.B.1. with the exception of property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
- 2. Effects of EPA's substantial involvement include:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible*

- Response Site determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

- The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
- 2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver. CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.
- 3. Cybersecurity The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.
 - If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
 - b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during

subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

 All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 - December 31 (1st quarter); January 1 - March 31 (2nd quarter); April 1 - June 30 (3rd quarter); and July 1 - September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

- 2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
 - d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
 - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - f. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR

should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

- The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
- 4. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize the ACRES system unless approval is obtained from the EPA Project Officer to utilize and the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

- 1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, Monitoring and Reporting Program Performance), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

- 1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.
 - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
 - e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
- 2. Local Governments Only. No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
- 3. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$30,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for*

Federal Awards at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

- i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
- ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
- iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
- iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
- v. Financial reporting under 2 CFR § 200.327.
- vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
- vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

- 1. Cooperative agreement funds shall <u>not</u> be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
 - d. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - e. To pay for a penalty or fine;
 - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;

- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
- 2. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

- In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
- 2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.
- 3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
 - c. Interest earned on program income is considered additional program income
 - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
- 4. As required by 2 CFR § 200.302, the CAR must maintain accounting records

documenting the receipt and disbursement of program income.

5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

 Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of date from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

2. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under*

Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

- The CAR agrees to clearly reference EPA investments in the project during all
 phases of community outreach outlined in the EPA-approved workplan which may
 include the development of any post-project summary or success materials that
 highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: " Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients.
- 2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the
 - accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- 3. To increase public awareness of projects serving communities where English is not
 - predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part

- 312). A suggested outline for an AAI final report is provided in "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
- 2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:
 - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "significant" data gaps (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. *Qualifications* and *signature* of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - "[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."
 - · "[I, We] have the specific qualifications based on education, training, and experience to

assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Note: Please use either "I" or "We."

- d. In compliance with §312.31(b), the environmental professional must include in the final report an *opinion regarding additional appropriate investigation*, if the environmental professional has such an opinion.
- 3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified

during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

E. Completion of Assessment Activities

 The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

- 1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
- 2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

- 1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
- 2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in

Section III.F. of these Terms and Conditions.

- ii.Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
- b. The CAR must ensure that appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
- c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.



Davis Bacon Brownfields Petroleum - Governmental Entities_final.doc **END OF DOCUMENT**

| SPOKANE Agenda Sheet | Date Rec'd | 10/16/2019 | | | | |
|---------------------------|---|---------------|--|--|--|--|
| 10/28/2019 | Clerk's File # | CPR 1993-0069 | | | | |
| | | Renews # | | | | |
| Submitting Dept | MAYOR | Cross Ref # | | | | |
| Contact Name/Phone | BRANDY COTE 625-6774 | Project # | | | | |
| Contact E-Mail | BCOTE@SPOKANECITY.ORG | Bid # | | | | |
| Agenda Item Type | Boards and Commissions | Requisition # | | | | |
| | Appointments | | | | | |
| Agenda Item Name | 0520 APPOINTMENT TO THE DESIGN REVIEW BOARD | | | | | |

Agenda Wording

Appointment of Chad Schmidt to fill the remainder of the term for the vacated Urban Designer position on the Design Review Board. The term shall begin immediately and expire on 3/12/2020.

Summary (Background)

Appointment of Chad Schmidt to fill the remainder of the term for the vacated Urban Designer position on the Design Review Board. The term shall begin immediately and expire on 3/12/2020.

| Fiscal I | mpact | Grant related? | NO | <u> </u> | Budget Account | |
|-----------------|-----------------|----------------|-------------|----------|--------------------------|----------|
| | | Public Works? | NO | | | |
| Select | \$ | | | 7 | # | |
| Select | \$ | | | # | # | |
| Select | \$ | | | 7 | # | |
| Select | \$ | | | # | # | |
| Approva | als_ | | | (| Council Notification | <u>s</u> |
| Dept Hea | ad_ | COTE, I | BRANDY | 9 | Study Session | |
| Division | Director | | | <u>C</u> | <u>Other</u> | |
| <u>Finance</u> | | | | <u></u> | <u>Distribution List</u> | |
| <u>Legal</u> | | | | b | ocote@spokanecity.org | |
| For the M | <u>/layor</u> | ORMSE | BY, MICHAEL | C | dgunderson@spokanecity. | org |
| Additio | nal App | <u>rovals</u> | | | | |
| <u>Purchas</u> | in <u>g</u> | | | | | |
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| SPOKANE Agenda Sheet | Date Rec'd | 10/16/2019 | |
|---------------------------|-----------------------|---------------|--|
| 10/28/2019 | Clerk's File # | CPR 2007-0039 | |
| | | Renews # | |
| Submitting Dept | MAYOR | Cross Ref # | |
| Contact Name/Phone | BRANDY COTE 625-6774 | Project # | |
| Contact E-Mail | BCOTE@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Requisition # | | |
| Agenda Item Name | VQTIF NPAC | | |

Agenda Wording

Three appointments to the WQTIF NPAC: Alan Chatham to the alternate position for the Riverside Neighborhood, Amanda Richardson to the Emerson Garfield alternate position & Fran Papenleur to the At-Large position. All terms are 10/28/19 - 4/9/21.

Summary (Background)

WQTIF NPAC = West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee.

| Fiscal Impact | Grant related? | NO | Budget Account | |
|--------------------------|----------------|-----------|-----------------------------|----------|
| | Public Works? | NO | | |
| Select \$ | | | # | |
| Select \$ | | | # | |
| Select \$ | | | # | |
| Select \$ | | | # | |
| <u>Approvals</u> | | | Council Notification | <u>s</u> |
| <u>Dept Head</u> | COTE, BI | RANDY | Study Session | |
| <u>Division Director</u> | | | <u>Other</u> | |
| <u>Finance</u> | | | Distribution List | |
| <u>Legal</u> | | | bcote@spokanecity.org | |
| For the Mayor | ORMSBY | , MICHAEL | kfreibott@spokanecity.org | |
| Additional App | <u>rovals</u> | | | |
| <u>Purchasing</u> | | | | |
| | | | | |
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| SPOKANE Agenda Sheet for City Council Meeting of: | | Date Rec'd | 10/3/2019 |
|---|---|----------------|---------------|
| 10/28/2019 | | Clerk's File # | RES 2019-0091 |
| | | Renews # | |
| Submitting Dept | WATER & HYDROELECTRIC SERVICES | Cross Ref # | |
| Contact Name/Phone | JIM SAKAMOTO X7854 | Project # | 2018073 |
| Contact E-Mail | JSAKAMOTO@SPOKANECITY.ORG | Bid # | SOLE SOURCE |
| Agenda Item Type | Resolutions | Requisition # | CR 21033 |
| Agenda Item Name | 4100 - PIPE CONDITION ASSESSMENT SOLE SOURCE & CONTRACT | | |

Agenda Wording

A sole source resolution with Pure Technologies (San Diego, CA) for pipe condition assessments utilizing their patented products along with a contract for assessments of the Ray Steet and 57th Avenue mains not to exceed \$325,000.00 including tax.

Summary (Background)

Pure Technologies' patented SmartBall, PipeDiver, and PureEM products allow detailed assessments without removing mains from service. Pure Technologies completed this service in 2016 and their analysis resulted in substantial savings to the City by avoiding costly capital projects. The five year sole source would support existing and future assessments as needed. The current contract would assess approximately 6215 feet of the Ray Street and 2450 feet of the 57th Avenue Transmission Mains.

| Fiscal In | npact | Grant related? | NO | Budget Account | |
|---|-----------------|--|---------------|-------------------------|----------|
| | | Public Works? | NO | | |
| Expense | \$ 325,0 | 00.00 | | # 4250-42300-94340-5650 | 01-15766 |
| Select | \$ | | | # | |
| Select | \$ | | | # | |
| Select | \$ | | | # | |
| Approvals | | Council Notifications | | | |
| Dept Head | <u>t</u> | KEGLEY, | DANIEL | Study Session | |
| Division Director FEIST, MARLENE | | <u>Other</u> | UE 10/14/2019 | | |
| Finance ALBIN-MOORE, ANGELA | | Distribution List | | | |
| Legal DALTON, PAT | | Myron Shenkiryk - myron.shenkiryk@xyleminc.com | | | |
| For the Mayor ORMSBY, MICHAEL | | sjohnson@spokanecity.org | | | |
| Additional Approvals | | tprince@spokanecity.org | | | |
| <u>Purchasin</u> | <u>ıg</u> | PRINCE, | THEA | jsakamoto@spokanecity.o | rg |
| | · | | | jfinger@spokanecity.org | |
| | | Imartelle@spokanecity.org | | | |
| | | | | aduffey@spokanecity.org | |

Briefing Paper

Urban Experience Committee

| Division & Department: | vision & Department: Public Works, 4100 Water & Hydroelectric Services | | |
|--|---|--|--|
| Subject: | Sole Source Resolution & Contract for Pipe Condition Assessment | | |
| Date: | 14 October 2019 | | |
| Author (email & phone): | Jim Sakamoto, <u>isakamoto@spokanecity.org</u> , x7854 | | |
| City Council Sponsor: | | | |
| Executive Sponsor: | Scott Simmons, Director – Public Works | | |
| Committee(s) Impacted: | PIES | | |
| Type of Agenda item: | ☑ Consent ☐ Discussion ☐ Strategic Initiative | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | Funding for this contract is available in the Integrated Capital Management (ICM) budget. | | |
| Strategic Initiative: | Innovative Infrastructure, Safe & Healthy | | |
| Deadline: | | | |
| Outcome: (deliverables, delivery duties, milestones to meet) | | | |
| (San Diego, CA) for pipe condition assessments utilizing their patented SmartBall, PipeDiver, and PureEM products without removing mains from service. The City previously retained Pure Technologies for this service in 2016 to inspect two critical transmission mains and their analysis revealed nearly all pipe to be in good condition, resulting in substantial savings to the City by avoiding costly capital projects. The contract requested at this time will provide assessment of approximately 6,215 feet of the 36-inch Ray Street Transmission Main and 2,450 feet of the 18-inch 57 th Avenue Transmission Main to determine if repair or replacement is needed. Ray Street is a \$4M combined project in the CIP. The condition of the main is unknown as it is largely inaccessible due to terrain and development. Construction of a replacement pipeline would be extremely disruptive; this assessment will allow any needed repairs or replacements to be conducted as efficiently as possible, if not avoided altogether. | | | |
| Sole Source Resolution with Pure Technologies U.S. Inc (San Diego, CA) for pipe condition assessments utilizing their patented products Contract for Pipe Condition Assessment of the Ray Street and 57th Avenue Transmission Mains estimated at \$300,000.00 (including tax) | | | |
| Budget Impact: Approved in current year budget? ☑ Yes □ No Annual/Reoccurring expenditure? □ Yes ☑ No If new, specify funding source: N/A Other budget impacts: N/A | | | |
| Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: N/A Known challenges/barriers: N/A | | | |

| Clerks No. | Clerks | No. | | |
|------------|--------|-----|--|--|
|------------|--------|-----|--|--|

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Pure Technologies U.S., Inc., (San Diego, CA) a sole-source provider for comprehensive condition-assessment of pipe, utilizing the SmartBall, PipeDiver and PipeDiver Ultra Tools, for a five-year period, and authorizing the City of Spokane to enter into a contract with Pure Technologies for the comprehensive condition-assessment of approximately 6,215 feet of the 36-inch Ray Street Transmission Main and approximately 2,450 feet of the 18-inch 57th Ave Transmission Main, at a cost of approximately \$295,505.00, without public bidding.

WHEREAS, The City Water Department is planning for inspection of two critical transmission mains to determine whether repair, replacement or no action is warranted, and Pure Technologies' patented technology will allow the City to gain a full understanding of the condition of the transmission mains with the least disruption to City water customers; and

WHEREAS, Pure Technologies' patented SmartBall tool is a free-flowing tool used for non-destructive in-line leak and air pocket detection in pressurized pipelines, and is capable of long surveys in a single deployment without disruption to regular pipeline service, through utilization of a highly sensitive acoustic sensor adept at locating "pinhole" sized leaks; and

WHEREAS, The Smartball tool is inserted into a live pipeline and travels with the water flow for up to twelve hours while collecting information about leaks and air pockets, and requires only two access points for insertion and extraction, while being tracked throughout the inspection at predetermined fixed locations along the pipeline; and

WHEREAS, Smartball is a patented technology, available exclusively from Pure Technologies U.S., Inc., and is the only tool available that can meet the following City requirements:

- 1) Inspect the pipeline without disruption of water service, in one run, and requiring only one location for insertion/extraction. It is not affected by inline valves, tees, reductions in the pipe diameter, bends or profile changes.
- 2) Inspect the pipeline for pockets of trapped air, which can impact capacity of the pipe and ultimately lead to failure at the site of the trapped air.
- 3) Detect pinhole leaks while minimizing false positive or false negative readings.
- 4) Is tracked in real time; and

WHEREAS, Pure Technologies' electromagnetic inspection technique is a non-destructive, inline assessment technology that provides the location and quantity of relative wall thickness data for the steel cylinder along the circumferential and axial direction of each pipe, can be deployed using the patented free-swimming Pipe Diver tool that traverses the pipeline with the water flow and is tracked above ground in real time; and WHEREAS, Pipe Diver is a patented technology, available exclusively from Pure Technologies U.S., Inc., and is the only tool that is able to do all of the following in steel pipelines:

- Inspect the pipelines in a continuous set of runs requiring only one location for insertion/extraction;
- 2) Offers HDCCTV visual inspection logs;
- 3) Is not affected by inline valves 24-inch or larger, tees, reductions in the pipe diameter, bends or profile changes;
- 4) Inspect pipelines greater than 24-inch while they remain in service and do not have to be dewatered;
- 5) Can be inserted into a pipe through a 14-inch access port;
- 6) The tool is not full-bore and therefore, due to its flexibility, one tool can inspect multiple sizes of pipe under one configuration within a particular deviation from nominal pipe size;
- 7) Does not require the pipe to be pigged or cleaned prior to inspection;
- 8) Is not affected by ovality in the pipeline; and
- 9) Is tracked in real time; and

WHEREAS, the only product that meets the above-listed City requirements is made by Pure Technologies U.S., Inc, and

WHEREAS, the 2019 public bid for this type of Consultant services is \$150,000.00;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the comprehensive condition-assessment of pipe utilizing the SmartBall, Pipe Diver and Pipe Diver Ultra Tools a sole-source purchase through Pure Technologies U.S., Inc.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five-year Sole Source Resolution AND authorizes the City of Spokane to enter into a Contract with Pure Technologies for said assessment of pipe on Ray Street and on 57th Avenue.

| ADOPTED BY THE CITY COUNCIL ON | | |
|--------------------------------|------------|------|
| | | |
| | City Clerk | |

Approved as to form:

Assistant City Attorney

| City Clerk's OPR | |
|------------------|--|
| | |



City of Spokane

CONSULTANT AGREEMENT

Title: COMPREHENSIVE PIPE CONDITION ASSESSMENT

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PURE TECHNOLOGIES US, INC.**, whose address is 600 West Broadway, Suite 500, San Diego, California 92101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform a comprehensive pipe condition assessment of approximately 6,215 feet of the 36-inch Ray Street Transmission Main and approximately 2,450 feet of the 18-inch 57th Avenue Transmission Main utilizing Pure Technology's patented products; and

WHEREAS, the Consultant has been deemed a sole source provider by resolution approved by City Council.

-- 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 on October 21, 2019, and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the 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 for this Agreement is described in Exhibit B, Consultant's Proposal dated April 16, 2019, and Exhibit C, Consultant's Cost Estimate dated April 24, 2019, which are attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not exceed **THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)**, including tax, 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.

5. PAYMENT.

The Company shall submit its applications for payment to Water & Hydroelectric Services, Administration Office, 914 East North Foothills Drive, Spokane, Washington 99207. **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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts* <u>are not</u> required as documentation. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon

- *request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. 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.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. 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.

8. 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.

9. SOCIAL EQUITY REQUIREMENTS.

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. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; 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 negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. 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 Title 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 \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under 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.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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 coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as 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.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. 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.

15. 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.

16. 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 require 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.

17. 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.

18. 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.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions

of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Consultant, the City will release the requested records.

22. 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.

23. 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 and including the City's convenience, 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 ninety (90) 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.

24. 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.

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.

| PURE TECHNOLOGIES US, INC. | CITY OF SPOKANE |
|----------------------------|-------------------------|
| By | By Signature Date |
| Type or Print Name | Type or Print Name |
| Title | Title |
| Attest: | Approved as to form: |
| City Clerk | Assistant City Attorney |

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's Proposal dated April 16, 2019

Exhibit C – Consultant's Cost Estimate dated April 24, 2019

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

| Name of Subrecipient / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
|--|-------------------------------|
| Name of Certifying Official (Type or Print) | Signature |
| Title of Certifying Official (Type or Print) | Date (Type or Print) |

Condition Assessment Approach/Pricing Proposal- City of Spokane



April 16, 2019

James Sakamoto, P.E. Principal Engineer City of Spokane Water Department

Subject: Condition Assessment of the 36-inch Ray St Transmission Main and 30-18-inch 57th Ave Transmission Main.

Pure Technologies U.S. Inc. (Pure) is pleased to offer the City of Spokane (the City) the following proposal to provide a comprehensive condition assessment of approximately 6,215 feet of the 36-inch Ray Street Transmission Main utilizing the SmartBall, PipeDver and PipeDiver Ultra tools. This work will also include a reinspection of the 18-inch 57th Ave Transmission Main using the PipeDiver Ultra tool. The total length of the 18in portion of the 57th Ave Transmission main is approximately 2450 feet. Both lines are understood to be Cement Mortar Lined Steel (CMLS).

CONDITION ASSESSMENT APPROACH

Since 1993, Pure Technologies has provided inspection, condition assessment, monitoring, and management solutions for owners and operators of critical infrastructure around the world. Over the years, it has become clear that no single technique or technology can fully and safely evaluate the condition of water and wastewater pipelines. Since all inspection techniques have technical, operational, and cost limitations, Pure Technologies has found that the most effective strategy to safely manage a pipeline inventory is to implement a risk based approach for any data collection, inspection, condition assessment, and management of these assets.

By understanding the risk of any pipeline along with the benefits and limitations of assessment techniques, a sound and defensible management strategy can be implemented to maintain and extend the life of the asset. Owners can ensure they are implementing the right approach, at the right time, with the lowest financial impact. The goal should always be to focus the proper resources in managing the asset while safely getting the most service life out of the pipeline.

Pure Technologies has developed a comprehensive approach to pressure pipe management called Assess and Address™. The goal of this approach is to identify and rehabilitate high risk pipes before they fail, which significantly increases the remaining useful life of the pipeline at a fraction of the total replacement cost and avoids unnecessary pipeline failure. This approach involves performing a comprehensive assessment of the pipelines (Assess) and implementing corrective actions to safely extend the life of the pipeline (Address).

The descriptions listed herein are tools and technologies for inspecting and analyzing metallic pipes. However, it is important to note that no single technology or single solution



fits all pipelines; rather, the best approach is to customize a methodology based on the parameters of each pipeline (e.g. consequence of failure, failure history, age, material, diameter, access, failure modes/mechanisms, pressure, flow velocity, etc.).

Pure has significant experience in the development of customized methodologies for assessing all pipelines and it is always suggested that a scope is discussed with Pure to provide the most accurate and cost-effective solution.

Low Resolution Pipeline Assessment

In general, pipelines with a lower risk rating should be evaluated using lower cost, easier to deploy screening techniques as investing significant budget towards these assets may not be the best use of resources. Screening and evaluation techniques may determine that the pipelines can continue to be operated with little further action or require additional data collection in the form of higher resolution assessment methods (discussed in subsequent sections). Examples of low resolution screening techniques are Transient Pressure Monitoring, hydraulic analysis or leak detection using correlators. In many cases, these low risk, non-invasive screening techniques may be suitable for assessing whether to continue operating small diameter pipelines with no additional action, determine if there is an increased risk of the assets requiring further data collection, or potentially repair/replace the pipelines.

Medium/High Resolution Pipeline Assessment

Based on existing risk modeling or from findings from the previously described Low Risk Pipeline Assessment, more invasive assessment techniques may be warranted in order to collect data with the necessary resolution to develop sound engineering and business decisions. Two approaches/techniques are proposed for medium risk pipelines. The first is internal leak detection and pipe wall assessment using Pure Technologies' SmartBall or Sahara inspection platforms. The second, and higher resolution approach/technique, is using Pure Technologies enhanced electromagnetic technology to locate areas pipe wall loss along each pipeline. Both these approaches are further defined below, and can be *deployed while the pipeline is in service*.

Highest Resolution Pipeline Assessment

For pipelines considered high risk, high resolution inspection techniques may be warranted. While these tools come at a higher cost and require more operational support (such as dewatering and additional access points), the risk of failure may justify the investment. Pure offers its PureMFL solution to find and quantify wall loss in long reaches of metallic pipelines. External tools are also available should access be available. More detail is provided below for each of these techniques.



Discussion of Steel Pipe

Steel, as well as its precursor and component, iron, are widely used piping materials in the United States. Mild steel, in particular, has been used as a structural material because of its highly desirable physical properties, which include high strength, ability to yield or deflect while still supporting the full load, and resistance to shock. Steel's ductility, or its ability to yield without breaking, makes it an appealing choice as a piping material. Some properties of steel, such as Young's modulus and Poisson's ratio, remain nearly the same for most grades of steel, at 30,000 ksi and 0.27, respectively. However, properties such as yield strength vary widely based on the chemical composition of the steel and the method of its production. Generally, increasing the carbon content of the steel will increase its yield strength, while cold forming the steel will decrease its overall ductility.

Steel Pipe Failure Modes

Most steel pipes are considered flexible, meaning that they have the ability to deform under a high load without a failure occurring. As such, the primary cause of failure in steel pipes is corrosion. Because the only structural component of a steel pipe is the steel itself, any loss of cross-sectional area due to corrosion has an immediate impact on the overall strength of the pipe. Damage to the exterior of a pipeline can be caused by a corrosive soil environment, while interior damage can be caused by the materials that the pipeline is transporting.

As more of the cross-sectional area is lost to corrosion, external loading and internal pressure along the pipeline cause deformation in the damaged pipe sections and additional stress is developed at the extreme inner and outer fibers of the cross section. This leads to cracks and leaking, which are the most common failures seen in a steel pipeline. Unless the pipeline is subjected to extremely high pressures, the pipe sections will tend to yield and leak rather than rupture, which provides the ability to mitigate the damage in a pipeline prior to a catastrophic failure.

While corrosion is the most common failure mechanism for steel pipes, other conditions do exist which can cause damage and distress to occur. Dents or gouges caused during production or installation of the pipe sections can create areas of localized damage in a pipeline before it is put into service. Steel pipe sections are also susceptible to damage caused by excessive loading. Overloading and buckling can become the governing design factors in a steel pipeline if the applied loads are high enough or the internal pressure is particularly low. Even though steel pipe is flexible, these conditions have the ability to cause extremely high deflections and ovality in a pipeline, which can lead to pipe failures.

The following approach has been developed for the City of Spokane to be applied to the subject Steel transmission mains, with the main failure modes and indicators in mind. A combination of the below technologies will provide the City with a comprehensive understanding of the current condition of their critical water pipelines, and an evaluation



of that condition against operations and environmental realities, offering a defensible plan to address risk and manage the assets into the future.

TOOL AND TECHNOLOGY DESCRIPTIONS

Transient Pressure Monitoring

An important aspect of any pressure pipeline condition assessment is the evaluation of pipeline pressures, specifically transient pressures, and their impact on the structural capacity of a pipe. While most pipelines operate well below the design capacity of the particular pipe material, when pipe wall degradation due to various failure modes is combined with either the operational pressure and/or surge pressure, the likelihood of failure can be significantly increased.

Pure Technologies will furnish and install a transient pressure monitoring device during the

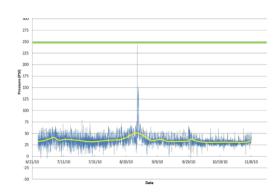


Figure 1. Transient Monitoring Event

time the site reconnaissance is performed. This will allow Pure Technologies an opportunity to have transient data in advance of the field inspection and incorporate the results in the final report.

The City will need to furnish a ¼" or ½" threaded outlet for attaching the transient pressure monitor.

SmartBall® Leak and Gas Pocket Detection

The SmartBall is a free-flowing tool used to conduct in-line leak and gas pocket screening in pressurized pipelines. It can complete long leak detection surveys in a single deployment without disruption to regular pipeline service. The tool is equipped with a highly sensitive acoustic sensor that is able to locate pinhole-sized leaks.



A SmartBall leak and gas pocket detection survey consists of inserting a foam ball with an inner aluminum alloy core containing an acoustic sensor and circuitry. The aluminum core is encapsulated inside the foam ball to provide the appropriate mass, size, and overall weight to allow the SmartBall tool to be propelled by the flow of the water in the pipeline. The foam ball also dampens any sound that the SmartBall tool might generate as it traverses the pipeline. During the survey, the acoustic sensor continuously records all acoustic activity in the pipeline. This data is then analyzed to determine the presence and location of any leaks or pockets of trapped gas.

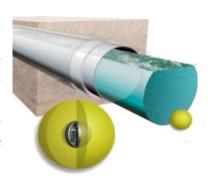


Figure 2. SmartBall® Tool

An acoustic emitter within the SmartBall tool emits high frequency, timed, acoustic signals that are detected by proprietary SmartBall Receivers (SBRs) that are located on the surface. The SBRs track the SmartBall tool's movement and location, correlating its position at any time to provide accurate location information for acoustic events recorded during the survey. Once the SmartBall tool has traversed the entire pipeline length, it is typically captured and retrieved in a custom engineered net or screen.

The SmartBall assembly requires a minimum 4-inch flange opening with a full port valve for insertion into the pipeline. Once deployed, it can move through in-line valves, reducers and other fittings as well as navigate turns and profile changes.

Electromagnetic Inspection

Pure's electromagnetic inspection technique is a non-destructive, in-line assessment technology that provides the location and quantity of relative wall thickness data for the steel cylinder along the circumferential and axial direction of each pipe. The data provides these defect locations in a pipe-by-pipe format along the transmission main alignment. Pure has applied the electromagnetic technology to its established fleet of free-swimming, robotic, and manned inspection platforms, making it available in a convenient and economical manner. For the configuration and size of pipe that make up the 57th Ave and Ray Street Transmission main, the Enhanced EM can be deployed using a free-swimming tool for both mains.

Free-Swimming PipeDiver®-18-inch through 36-inch pipeline inspections



The PipeDiver platform is ideal for critical water and wastewater pipelines that cannot be removed from service due to lack of redundancy, limited access or operational constraints, it is a good fit for the critical main the City is looking to inspect. It

is a free swimming tool that traverses a pipeline utilizing product flow and

is tracked above ground in real time. The PipeDiver tool requires only a single point of access for entry and a single point for retrieval.



Figure 3. PipeDiver free-swimming inspection tool

Strengths:

- -Able to inspect steel, ductile iron, bar-wrapped and prestressed concrete pipes
- -Able to inspect metallic pipes up to 36 inches
- -Little to no disruption to regular pipeline service- contingent upon insertion and extraction access details
- -Able to detect defects and areas of corrosion
- -Access through hot taps, open channels or tanks/reservoirs is possible if necessary
- -Long inspection distances can be covered in a single deployment
- -Tracked above ground in real-time
- -Can be utilized in raw water/ potable and wastewater pipelines

Considerations and requirements for free-swimming inspections

- 1. Provide (as available) all lay sheets, plan and profile drawings, manufacturing details, operating history, past condition data, pipe failure data, and repair history, flow data, and pressure data.
- 2. Have City staff available who are familiar with the pipeline system during Pure's site reconnaissance and field work.
- 3. Notify landowners as required to facilitate access before, during and after inspection work.
- 4. Provide access to manholes and pipeline alignment during site visit and during inspection.
- 5. Provide safe access to the pipeline prior to inspection for installation of tracking sensors, as well as during inspection.



- 6. Provide traffic control (if needed).
- 7. Isolate line to ensure flow of tool from insertion to extraction, this may include the temporary closure of laterals
- 8. Provide flow of minimum 1 foot per second
- 9. PipeDiver requires redundant passes when inspecting steel. This will guide the decisions of where to place access manholes for insertion and extraction

<u>PipeDiver insertion and extraction Options:</u>

Note: these options may change or additional options may arise upon the completion of a thorough site visit to be scheduled as soon as possible after

Ray St Transmission Main (6215ft of 36in Line)

Option 1:

This option has flow traveling from north to south.

Insertion

Install a new tap located at Hartson and Ray St. (approx. STA 2+99). See Figure 1 below.



Figure 4: New Tap at Hartson and Ray St.



Extraction

Excavate an existing manhole in 42in Line at Hartson pumping Station. Spokane will excavate and rotate for extraction. See Figure 2 below.

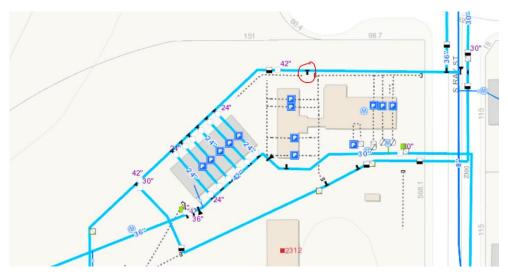


Figure 5: Header manifold at 14th Ave and Grand

Note: Ability to inspect the full length is contingent upon a more detailed look at valve configuration:

| Valve Size | Valve Type | Stationing | Action required |
|------------|------------|------------|---|
| 24 | Check | 20+62.50 | Will be further assessed. Removal may be required, |
| 24 | Check | 38+75.00 | Verify that valve was removed and replaced with two on each side of the intersection. |

57th Avenue Transmission Main (2450ft of 18in Line)

Insertion

Utilize the existing tap at E57th Avenue and S Crestline Street – STA 45+20.

Extraction

Extract at the tap installed downstream of the second inline 18-inch GV – STA 67+72.



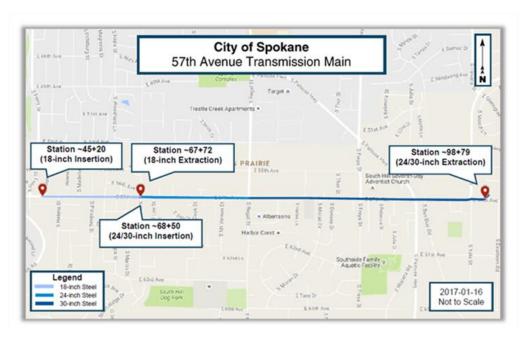


Figure 6. 57th Ave Transmission Main

Condition Assessment, Risk Analysis and Repair Recommendations

While the inspection technologies described above will provide data for location and relative severity of corrosion, the challenge associated with assessing and managing Steel pipelines is determining how much corrosion creates an unacceptable level of risk - thereby requiring repair and/or replacement actions.

Pure Technologies has developed an innovative approach for condition based pipeline management using structural models along with hydraulic evaluation data, ultimately delivering a comprehensive decision making tool – a Pipe Performance Curve - for the management of a Steel pressure main. The Pipe Performance Curve plots corrosion versus pressure (operating plus surge), allowing the Client to understand when a pipe has exceeded yield in the steel and is trending towards failure (ultimate). Although corrosion may be present, this may not require the immediate rehabilitation or replacement of the pipe section allowing the Client to manage and/or monitor the deterioration, therefore focusing critical resources on higher risk areas of the infrastructure.

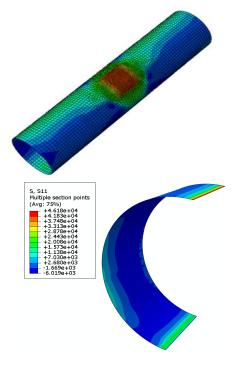


Figure 7. Pipe Wall FEA Modeling



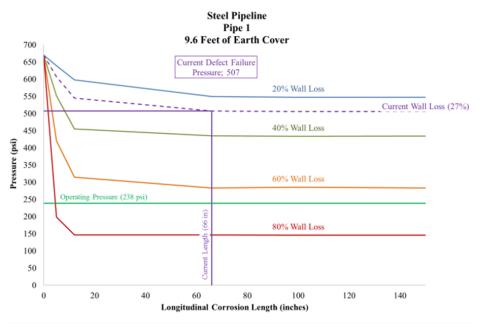


Figure 8 Steel Pipe Performance Curve

Life-Cycle Analysis

By combining the structural analysis with condition data, estimates of when the pipeline should next be inspected along with a remaining service life of the asset can be completed. To do this, Pure has developed a statistical simulation that utilizes failure history, inspection data, and structural analysis. An example of the output of this model is shown in the figure below, which shows the number of failures predicted (y-axis) by year into the future (x-axis). The simulation data indicates that based on the data collected, no failures are expected to occur for at least 25 years. However, Pure always recommends that remaining useful life estimates should be used as guidance for re-inspection interval planning as collection of subsequent condition data can be used to better refine the asset life estimates. Once another inspection is completed, the data collected in that inspection should be analyzed in conjunction with the data presented in this report to provide a more accurate and robust remaining useful life evaluation. In the example below, re-inspection was recommended within 10 years from the original data collection (based on condition, failure history, and budget).



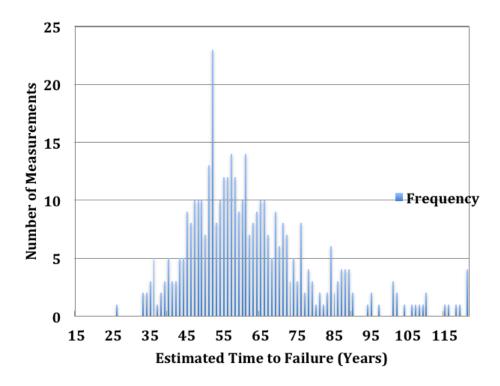


Figure 9. Monte Carlo Simulations and Finite Element Analysis can provide estimates of the remaining useful life

The culmination of this phase will be to submit a condition assessment report identifying distressed pipes of concern (based on probability of failure) and recommendations. Pure Technologies will also conduct a workshop in conjunction with the City to review all inspection and structural evaluation findings and recommendations.

PipeDiver® Ultra

Pure Technologies is in the process of developing a new, high-resolution condition assessment technology. As part of the final stage of development, Pure is looking for opportunities to put the tool through its paces in real world conditions, in a variety of pipeline diameters, materials and operating conditions. The purpose of the field trial will be to better understand the tool's capabilities and limitations and to verify results.

PipeDiver® Ultra is a long distance, free-swimming condition assessment tool that directly measures pipe wall thickness on metallic pipelines using high-resolution ultrasonic technology. The tool operates while the pipeline is still in service, providing owners with high-confidence data using an easier and less costly alternative to inspection methods that require shutdown or dewatering.



The technology measures the entirety of the pipe and is able to collect thousands of data points over the full length and circumference of a pipe section, giving high confidence information on where there is wall loss, pitting, and corrosion. PipeDiver Ultra transmits ultrasonic signals and receive reflections to identify localized areas of wall loss in metallic pipes. The tool consists of several modules including the transducer array assembly, onboard computer and batteries required for generating and collecting ultrasonic inspection data.

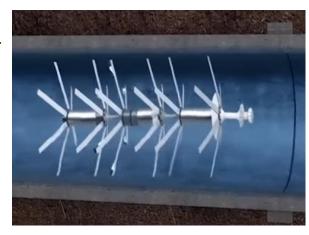


Figure 10. PipeDiver Ultra

The transducers on the tool create ultrasonic pulses that interact with the pipe wall as the

tool moves along the pipeline. The reflection of ultrasonic wave is recorded by the transducers and stored on board of the tool. The tool collected hundreds of discrete measurements over the full circumference and length of the pipe as it travels. Post inspection, the recorded data is then processed into a visualized form and from which reasonable estimates of wall loss areas and depths can be established.

The tool is manually inserted into the pipeline through minimum 12-inch appurtenance during a brief operational pause and depressurization.

As the PipeDiver traveles through the pipeline, field crews track the tool from above ground at regular intervals using tracking units. The tracking units detects a signal emitted from the PipeDiver tool and calculates the distance of the tool from the tracking location. To track the PipeDiver, tracking sensors are attached to the pipeline along the path of the inspection to detect the tool as it travels through the pipe.

Prior to the release of the PipeDiver tool from the insertion point, a net is installed in the line at the extraction location to stop the tool. This net is specially designed to be inserted into the pipeline and stay in place through expansion using hydraulics. The net is installed and monitored via camera during the inspection. Once the PipeDiver tool is confirmed through tracking and visual to be at the extraction location, the pipeline is shutdown, depressurized and the tool is manually removed. The pipe is then returned to service.

Extensive planning is required when preparing for a condition assessment inspection using a free-swimming tool. Pure's team of highly trained and experience technicians will work closely with your operations personnel to understand and mitigate risks. The PipeDiver tool is designed to follow the flow of the water and as such it is important to identify risk points along an inspection route such as the type and position of in-line butterfly valves, large off-takes, the configuration of tee's, wye's or manifolds.



APPROACH

Pure Technologies recommends the following proposed scope of work, utilizing the technologies and methodologies described above:

- 1. Perform Site Visit and Prepare Planning Documents.
- 2. Install Transient Pressure Monitor on the Ray Street Transmission line
- 3. Spokane performs any civil modifications required to accommodate the chosen technology/technologies
- 4. Perform SmartBall leak and air pocket detection survey on Ray Street Transmission line
- 5. Under the same mobilization as SmartBall perform PipeDiver and PipeDiver Ultra Inspection. (PipeDiver requires 2 runs per application- total-6 runs)
- 6. Deliver draft Smartball and PipeDiver reports within 60 days of completion of site work-contingent upon damage found, communicate with the City and decide upon scope of structural evaluation.
- 7. Comments on the drafts shall be submitted to Pure Technologies no later than 60 days after initial submissions to the City.
- 8. Provide draft engineering report 40-60 days following determination of final scope.
- 9. Final Report and Workshop to be provided no later than 30 days following the receipt of comments from the City.

Smartball and Pipediver Deliverables

Deliverables include the Following Documents:

- 1) Two planning documents- one per line
- 2) Four technology reports- one per technology per line
- 3) One Engineering Evaluation and Recommendations Report- to incorporate Transient Pressure Monitoring Data, Inspection Data, Structural evaluations and any and all pertinent information gathered throughout the duration of the project.

Pure anticipates a minimum of three in person visits including but not limited to:

- 1) Site visit for reconnaissance and planning purposes
- 2) Mobilization to site for inspection execution
- 3) Final recommendations workshop



PipeDiver® Ultra Deliverables

A draft report will be generated and delivered to Spokane summarizing the inspections, results and finding of the field trials 16 weeks following the inspection. A final report will be submitted within two weeks of the receipt of the comments. The objective of the field trials is to better understand the tool and its capabilities. Listed below is our expected capabilities and limitations for PipeDiver Ultra based on lab testing and previous field trials:

Capabilities:

- Coverage: 75% scan coverage of the pipeline. Limitations below may cause reduced confidence in the data or missed coverage.
- Resolution: Minimum defect detected is 2-in x 2-in x 20% loss
- Identify internal vs external defects
- Identify pipe features; outlets, valves, joints.
- Location from upstream joint and clock position circumferentially
- Ovality measurements

Limitations – these conditions reduce confidence in the data or produce blinds spots.

- Gas pockets the ultrasonic signal cannot penetrate; no wall thickness data is collected at these locations. Identification and location will be provided.
- Turbulent flows cause sensors to be out of angle and reduce or prevent data collection.
- Extreme ovality- cause sensors to be out of angle and reduce or prevent data collection.
- Steep inclines and bends- cause sensors to be out of angle and reduce or prevent data collection.
- Tuberculation and buildup cause sensors to be out of angle and reduce or prevent data collection.

Deliverables

A Report including the following:

- Verification and quantification of data collected
- Pipe list identifying joints, features and pipes with defects identified.
- Visualization of pipes with significant damage
- Estimation of defect size
- Recommendations for validations (if applicable)



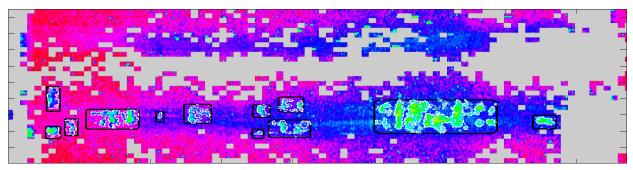


Figure 11. 20-foot Pipe Section – example of coverage – gray indicates missed data

Budgetary FEE SCHEDULE

| Item # | Description | Unit | Unit Price |
|-----------|---|------------|------------|
| 1. | Preliminary Screening Technology | | |
| 1.a | Transient Pressure Monitoring | Lump Sum | \$9,000 |
| 2. | Free-Swimming leak/air pocket detection survey using SmartBall | | |
| 2.a | Initial Planning, site reconnaissance, planning document | Lump Sum | \$10,000 |
| 2.b | Mobilization including travel, equipment, data analysis | Lump Sum | \$16,250 |
| 2.c | Technology Fee (minimum 1 mile) | | |
| | 1 to 5 miles under single mobilization | Per Foot | \$2.98 |
| 2.d | Technology Report | Per Report | \$10,500 |
| 3. | Free-Swimming corrosion detection survey using PipeDiver EM | | |
| 3.a | Initial Planning, site reconnaissance, planning document | Lump Sum | \$22,750 |
| 3.b | Mobilization including travel, equipment, data analysis | Lump Sum | \$56,000 |
| 3.c | Technology Fee (minimum 1 mile) | | |
| | 1 to 5 miles under single mobilization | Per Foot | \$15.90 |
| 3.d | Technology Report | Per Report | \$10,500 |
| 4. | Free-Swimming corrosion detection survey using PipeDiver Ultra* | | |
| 4.a | Inspection and Reporting for Ray Street Transmission Main | NA | \$0 |
| 4.b | Inspection and Reporting for 57th Ave Transmission Main | NA | \$0 |



| 5. | Engineering Evaluation and Recommendations | | |
|-----|--|--|---|
| 5.a | Structural Analysis | Per Curve (1 curve per pipe class with damage) | \$8,000 |
| 5.b | In-situ forensic evaluation - Includes Soil & Water Analysis, Visual Inspection of Pipe, Material Sampling and Pipe Wall Thickness Measurements | Per In-situ Evaluation | TBD (Contingent upon damage found) |
| 5.c | Final Engineering Report and Workshop incorporating Lifecycle analysis, Structural evaluation, repair, replacement, re-inspection recommendations. | Per Report | TBD (\$15k-30k- scope contingent upon damage found) |

^{*}Notes-

- ii)Pricing does not include costs of potholing or tapping if necessary
- iii) Pricing assumes work is done under one mobilization
- iv) Does not include cost of excavation for validation/calibration if necessary

Assumptions and Budgetary Notes:

- 1. The budget assumes that work can commence upon arrival and be executed until the work is complete. Thus, all preparation work should be performed prior to Pure Technologies arrival.
- 2. The proposed billing schedule is: 20% upon submission of planning document, 60% upon completion of field work, 10% upon submission of draft report, and the final 10% upon submission of the final report
- 3. The proposed fee schedule is based on the City providing appropriate access for the chosen technologies.
- 4. Inspection schedules will be mutually agreed upon by the City and Pure Technologies.
- 5. Taxes are not included in this proposal.
- 6. Standby rates: If delays occur due to parties other than Pure, Pure shall be reimbursed for the delay at a rate of \$1500 per day per person. Contingent upon technology used, further charges may apply
- 7. Pricing is subject to further review of additional drawings and site visit to establish insertion and extraction access as well as tracking locations.

Please feel free to call me with any questions- Logan Fesenmair-Black- 559.999.9665

i) -Due to the trail nature of this inspection, Pure Technologies will offer the inspection, analysis and reporting of at no charge for this project. This does not include the costs associated with defect verifications.



CC: Jeanne L. Finger, P.E.

EXHIBIT C

City of Spokane Cost Estimate for Condition Assessment Contract
Basis of Estimate: Pure Technologies April 16, 2019 Proposal with Budgetary Fee Schedule

| | | | | | Ray | 57th | | | |
|-------|---|-------------------|-------|--------------|----------------|----------|------|-------------|--|
| Item# | Description | Unit | Unit | Price | Quantity | Quantity | Co | st | Comments |
| 1 | Preliminary Screening Technology | | | | | | | | |
| | | | | | | | | | 1 per project; once contract in place, this fee covers site visit, |
| 1a | Transient Pressure Monitoring | Lump Sum | \$ | 9,000 | | | \$ | 9,000 | walking the line, and installation of monitors |
| 2 | Free-Swimming leak/air pocket detection survey using SmartBall | | | | | | | | |
| 2a | Initial Planning, site reconnaissance, planning document | Lump Sum | \$ | 10,000 | | | \$ | 10,000 | 1 per project |
| 2b | Mobilization including travel, equipment, data analysis | Lump Sum | \$ | 16,250 | | | \$ | 16,250 | 1 per project |
| 2c | Technology Fee (minimum 1 mile) | | | | | | | | |
| | 1 to 5 miles under single mobilization ¹ | Per Foot | \$ | 2.98 | 6,215 | | \$ | 18,521 | |
| 2d | Technology Report | Per Report | \$ | 10,500 | 1 | | \$ | 10,500 | |
| 3 | Free-Swimming corrosion detection survey using PipeDiver EM | • | | | • | • | | | |
| 3a | Initial Planning, site reconnaissance, planning document | Lump Sum | \$ | 22,750 | | | \$ | 22,750 | 1 per project |
| 3b | Mobilization including travel, equipment, data analysis | Lump Sum | \$ | 56,000 | | | \$ | 56,000 | 1 per project |
| 3c | Technology Fee (minimum 1 mile) | | | | | | | | |
| | 1 to 5 miles under single mobilization | Per Foot | \$ | 15.90 | 6,215 | | \$ | 98,819 | |
| | Technology Report | Per Report | \$ | 10,500 | 1 | | \$ | 10,500 | Will only cover a report of inspections using the 24D tool |
| 4 | Free-Swimming corrosion detection survey using PipeDiver Ultra ² | | | | | | | | |
| | Inspection and Reporting for Ray Street Transmission Main | NA | \$ | - | 1 | | \$ | - | |
| | Inspection and Reporting for 57th Ave Transmission Main | NA | \$ | - | | | 1 \$ | - | |
| 5 | Engineering Evaluation and Recommendations | | | | | | | | |
| | | Per Curve | | | | | | | |
| | | (1 curve per pipe | | | | | | | |
| | | class with | | | | | | | |
| 5a | Structural Analysis | damage) | \$ | 8,000 | 1 | : | 1 \$ | 16,000 | 1 pipe class for each main |
| | In-situ forensic evaluation - Includes Soil & Water Analysis, Visual | | | | | | | | |
| | Inspection of Pipe, Material Sampling | Per In-situ | | | | | | | Conservatively \$15K per test pit in situ evaluation; assume 2 test |
| 5b | and Pipe Wall Thickness Measurements | Evaluation | TBD (| Contingent u | pon damage fou | nd) | \$ | 30,000 | pits (does not include trenching, shoring - to be done by City forces) |
| | Final Engineering Report and Workshop incorporating Lifecycle analysis, | | | | | | | | |
| | Structural evaluation, repair, replacement, re-inspection | | | | | | | | |
| 5c | recommendations. | Per Report | \$ | 30,000 | 1 | | \$ | 30,000 | One final report for the project |
| | Subtotal | · - | | | | | \$ | 328,339 | |
| | 10% discount offered in exchange for City assistance with Pure's CI testing | ng | | | | | \$ | (32,833.92) | |
| | Total Cost | | | | | | \$ | 295,505 | |

Length of Ray Street main inspection, per Pure's April 16, 2019 proposal Length of 18-inch 57th Ave main inspection, per Pure's April 16, 2019 proposal

6,215 feet

2,450.0 feet PipeDiver Ultra inspection only

Pricing assumes work is done under one mobilization

Per Logan Fesenmair-Black e-mail dated 4-17-2019, no reinsertion fee (meant to cover Pure's costs for mobilizing to another pipeline) will be applicable for this project)
Lengths verified by Tim Lewis, GIS analyst, 4/11/2019: Total 36" pipe = 6046' from 36" tee at Hartson/Ray to 42" tee at 23rd (steel: 5546', ductile: 500', mostly between 17th & 18th); Total 42" pipe: 138' DIP from the 36" x 42" tee in Ray to the first tee by old Lincoln Heights booster station

² Due to the trial nature of this inspection, the inspection, analysis and reporting are no charge. This does not include the costs associated with defect verifications Pricing does not include costs of potholing, tapping, or cost of excavation for validation/calibration if necessary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

| this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | | | |
|--|----------------------|---|--|-------|--|--|
| PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 | | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): | | | |
| | | INSURER(S) AFFORDING CO | VERAGE | NAIC# | | |
| CN108453421-Pure-GAWU-18-19 | | INSURER A: ACE American Insurance Company | | 22667 | | |
| INSURED Pure Technologies U.S. Inc. | | INSURER B: ACE Fire Underwriters Ins. Co. | INSURER B : ACE Fire Underwriters Ins. Co. | | | |
| PureHM U.S. Inc. | | INSURER C: Allianz Global Risks US Insurance Cor | npany | 35300 | | |
| Pure Technologies U.S. Inc. dba \ 8920 State Route 108, Suite D | Nachs Water Services | INSURER D: Indemnity Insurance Company of North | n America | 43575 | | |
| Columbia, MD 21045 | | INSURER E : | | | | |
| | | INSURER F: | | | | |
| COVERAGES | CERTIFICATE NUMBER: | NYC-010247589-04 REVISI | ON NUMBER: 1 | | | |
| 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 REPEAR. 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 | R ADDL SUBR POLICY EXP POLICY EXP | | | | | | |
|------|--|----------|----------------------------|--------------|--------------|--|---------------|
| LTR | | INSD WVD | POLICY NUMBER | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMIT | S |
| С | X COMMERCIAL GENERAL LIABILITY | | USL00107118 | 10/31/2018 | 10/31/2019 | EACH OCCURRENCE | \$ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$ 10,000,000 |
| | X POLICY PRO- JECT LOC | | | | | PRODUCTS - COMP/OP AGG | \$ 6,000,000 |
| | OTHER: | | | | | SIR: \$500,000 | \$ |
| А | AUTOMOBILE LIABILITY | | ISA H25272754 | 10/31/2018 | 10/31/2019 | COMBINED SINGLE LIMIT (Ea accident) | \$ 3,000,000 |
| | X ANY AUTO | | | | | BODILY INJURY (Per person) | \$ |
| | OWNED SCHEDULED AUTOS ONLY AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | HIRED NON-OWNED AUTOS ONLY AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| С | X UMBRELLA LIAB X OCCUR | | USL00109918 | 10/31/2018 | 10/31/2019 | EACH OCCURRENCE | \$ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | AGGREGATE | \$ 5,000,000 |
| | DED X RETENTION \$ 10,000 | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | WLR C65437065 (AOS) | 10/31/2018 | 10/31/2019 | X PER OTH- STATUTE ER | |
| В | ANYPROPRIETOR/PARTNER/EXECUTIVE TO ANYPROPRIETOR | N/A | SCF C65437107 (WI) | 10/31/2018 | 10/31/2019 | E.L. EACH ACCIDENT | \$ 2,000,000 |
| Α | (Mandatory in NH) | N/A | WLR C65437028 (CA, MA, OR) | 10/31/2018 | 10/31/2019 | E.L. DISEASE - EA EMPLOYEE | \$ 2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - POLICY LIMIT | \$ 2,000,000 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | I . | | | | 1 | | |

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

City, its officers and employees are included as additional insured (except workers' compensation) where required by written contract.

| CERTIFICATE HOLDER | CANCELLATION |
|--|--|
| City OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT 914 East North Foothills Drive Spokane, WA 99207 | 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. |
| | Lauren Giagrande Lauren Hiangrands |



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/30/2019

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

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

| PRODUCER Aon Risk Services Northeast, Inc | | | | CONTAC NAME: PHONE | | | LEAV | (222) 2 | |
|---|-------------------------------|--------------------------|---|--------------------------|---|--|--------------------------------------|---------------------|-------------|
| New York NY Office | | | | (A/C. No | (A/C. No. Ext): (800) 283-7122 (A/C. No.): (800) 303-0103 | | | 3-0105 | |
| One Liberty Plaza 165 Broadway, Suite 3201 | | | | E-MAIL ADDRE | SS: | | | | • |
| New York NY 10006 USA | | | | | INSURER(S) AFFORDING COVERAGE NAIC | | | NAIC # | |
| INSURED | | | | INSURE | INSURER A: Beazley Insurance Company, Inc. | | | 37540 | |
| Pure Technologies U.S. Inc.; | | | | INSURE | R B: | | | | |
| PureHM U.S. Inc; Pure Holding Inc. | | | | INSURE | ₹ C: | | | | |
| 3920 State Řoute 108, Suite D Columbia MD 21045 USA | | | | INSURE | R D: | | | | |
| COTUMBTA MD 21043 USA | | | | INSURE | R E: | | | | |
| | | | | INSURE | RF: | | | | |
| COVERAGES CE | RTIFIC | ATE | NUMBER: 5700764 | 29788 | | RI | EVISION NUMB | ER: | |
| THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY I CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SU | REQUIRE / PERTA CH POLI | EMEN AIN, T ICIES. | IT, TERM OR CONDITI THE INSURANCE AFFO LIMITS SHOWN MAY | ON OF ANY | CONTRACT THE POLICIES REDUCED B | OR OTHER I S DESCRIBE Y PAID CLAIN | DOCUMENT WITH D HEREIN IS SUE | RESPECT BJECT TO | TO WHICH TH |
| NSR LTR TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBE | ER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | | LIMITS | |
| COMMERCIAL GENERAL LIABILITY | | | | | | | EACH OCCURRENCE | | |
| CLAIMS-MADE OCCUR | | | | | | | PREMISES (Ea occur | | |
| | | | | | | | MED EXP (Any one pe | erson) | |
| | | | | | | | PERSONAL & ADV IN | IJURY | |
| GEN'L AGGREGATE LIMIT APPLIES PER: | _ | | | | | | GENERAL AGGREGA | TE | |
| POLICY PRO- JECT LOC | | | | | | | PRODUCTS - COMP/ | OP AGG | |
| OTHER: | | | | | | | | | |
| AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE I (Ea accident) | IMIT | |
| ANIVALITO | | | | | | | BODILY INJURY (Per | nerson) | |
| ANY AUTO OWNED SCHEDULED | | | | | | | BODILY INJURY (Per | - | |
| AUTOS ONLY AUTOS | | | | | | | PROPERTY DAMAGE | | |
| HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | | | | | (Per accident) | | |
| UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE | : | |
| EXCESS LIAB CLAIMS-MAI | E | | | | | | AGGREGATE | | |
| DED RETENTION | - | | | | | | | | |
| WORKERS COMPENSATION AND | + | | | | | | PER STATUTE | OTH- ER | |
| EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE | <u>/ N</u> | | | | | | STATUTE E.L. EACH ACCIDENT | IER | |
| OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | | E.L. DISEASE-EA EMP | PLOYEE | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE-POLICY | | |
| A E&O-MPL-Primary | + | | FSCE01900583 | | 06/01/2019 | 06/01/2020 | | | \$10,000, |
| | | | Claims-Made | olice to | سد ۵ د حسمایا | ions | Retention | | \$500, |
| | | | SIR applies per p | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEH | • | | • | | attached if more | space is require | d) | | |
| Professional Liability Limit Show Coverage applies to Xylem Inc., a | nd all | of | its regional subsi | idiaries v | orldwide. | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELL | \TION | | | | |
| SENTIFICATE HOLDER | | | | CANCELL/ | TION | | | | |
| | | | | | | | IBED POLICIES BE ILL BE DELIVERED | | |

City of Spokane

Water and Hydroelectric Department 914 East North Foothills Drive Spokane WA 99207 USA

AUTHORIZED REPRESENTATIVE

| SPOKANE Agenda Sheet | Date Rec'd | 10/14/2019 | | | |
|---------------------------|--|---------------|--|--|--|
| 10/28/2019 | Clerk's File # | RES 2019-0092 | | | |
| | | Renews # | | | |
| Submitting Dept | PLANNING | Cross Ref # | | | |
| Contact Name/Phone | TERI STRIPES 625-6597 | Project # | | | |
| Contact E-Mail | TSTRIPES@SPOKANECITY.ORG | Bid # | | | |
| Agenda Item Type | Resolutions | Requisition # | | | |
| Agenda Item Name | me 0650-SPONSORSHIP OF NEPDA TO JOIN AWC EMPLOYEE BENEFIT TRUS | | | | |

Agenda Wording

A Resolution providing the City of Spokane's authorization, as a sponsoring entity, for the Northeast Public Development Authority to join the Association of Washington Cities Employee Benefit Trust.

Summary (Background)

The Northeast Public Development Authority is seeking the City's sponsorship in its application to join the AWC's employee benefits trust as a non-city entity.

| Fiscal Impact | Grant related? | NO | Budget Account | | |
|--------------------------|----------------|--------------|--------------------------|------------------|--|
| | Public Works? | NO | | | |
| Neutral \$ | | | # | | |
| Select \$ | | | # | | |
| Select \$ | | | # | | |
| Select \$ | | | # | | |
| <u>Approvals</u> | | | Council Notifications | | |
| Dept Head | TRAUTM | 1AN, HEATHER | Study Session | | |
| Division Director | CORTRIC | GHT, CARLY | <u>Other</u> | Urban Experience | |
| <u>Finance</u> | ORLOB, | KIMBERLY | Distribution List | | |
| <u>Legal</u> | PICCOLO |), MIKE | tstripes@spokanecity.org | | |
| For the Mayor | ORMSB) | , MICHAEL | gcooley@spokanecity.org | | |
| Additional App | <u>rovals</u> | | htrautman@spokanecity.c | org | |
| <u>Purchasing</u> | | | mpiccolo@spokanecity.org | | |
| | | | sbishop@spokanecity.org | | |
| | | | | | |
| | | | | | |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

is likely or encouraged to redevelop. The scope of work for the grant includes a property condition assessment, conducting Phase I and Phase II environmental site assessments, conducting preliminary site planning, and creating site-specific brownfield alternative cleanup plans based upon the preliminary site planning.

Summary (Background)

The Coalition will leverage \$600,000 of EPA Brownfield Coalition Assessment Grant funding with proven strategies and incentives to engage the community in a dynamic process to revitalize priority brownfields and address the socioeconomic challenges facing a community with substantial measures of opportunity and distress.

| Fiscal Impact | Budget Account |
|-------------------------|----------------|
| Select \$ | # |
| Select \$ | # |
| Distribution List | |
| gcooley@spokanecity.org | |
| | |
| | |
| | |

Briefing Paper

Urban Experience Committee

| Orban Experience Committee | | | | |
|--|--|--|--|--|
| Division & Department: | Planning Economic Development Team | | | |
| Subject: | Northeast Public Development Authority | | | |
| Date: | 10/14/2019 | | | |
| Author (email & phone): | Department Director, Heather Trautman and Teri Stripes x6597 | | | |
| City Council Sponsor: | Ben Stuckart | | | |
| Executive Sponsor: | Gavin Cooley | | | |
| Committee(s) Impacted: | Urban Experience, Sustainable Resource and Innovative Infrastructure | | | |
| Type of Agenda item: | X Consent Discussion Strategic Initiative | | | |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan) | Strategic Key Advancement of: Strategies and Tactics: Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets | | | |
| | Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region | | | |
| | Comprehensive Plan, Charter 7 Economic Development: | | | |
| | ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial | | | |
| | Property is available for economic development activities. | | | |
| | ED 6 INFRASTRUCTURE Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center. | | | |
| | ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate. | | | |
| | ED 7.4 Tax Incentives for Land Improvement Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development. ED 7.5 Tax Incentives for Renovation Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated | | | |

| | residential and commercial properties and buildings for new | | |
|---|--|--|--|
| | economic activity. | | |
| Strategic Initiative: | See above Alignment with Urban Experience | | |
| Deadline: | 10/14/2019 | | |
| Outcome: (deliverables, | The Northeast Public Development Authority is seeking the City's | | |
| delivery duties, milestones to | sponsorship in its application to join the AWC's employee benefits | | |
| meet) | trust as a non-city entity. | | |
| Background/History: Provide b. | rief history e.g. this is the 3 rd and final 5 year extension of the contract | | |
| which was put in place in 2007 | • | | |
| The City of Spokane created an | nd established the Northeast PDA (NE PDA) in November of 2011 | | |
| pursuant to RCW 35.21.730755 to assist in providing economic development in the northeast | | | |
| portion of the City and to provide economic stimulus and benefit to the entire City and region | | | |
| Executive Summary: | | | |
| The Northeast Public Development Authority is seeking the City's sponsorship in its application to join | | | |
| the AWC's employee benefits trust as a non-city entity. | | | |
| The Trust requires that before | a non-city entity can participate in the Trust's programs, a city member | | |
| of the Trust must sponsor the i | non-city entity's request. | | |
| Budget Impact: | | | |
| Approved in current year budg | et? 🔲 Yes 🔲 No | | |
| Annual/Reoccurring expenditu | re? 🔲 Yes 🔲 No | | |
| Other budget impacts: (revenu | e generating, match requirements, etc.) | | |
| Operations Impact: | | | |
| Consistent with current operat | ions/policy? X Yes 🔲 No | | |
| Requires change in current ope | erations/policy? 🔲 Yes x No | | |
| Specify changes required: ORD | amendment | | |
| Known challenges/barriers: | | | |

RESOLUTION NO. 2019 - 0092

A Resolution providing the City of Spokane's authorization, as a sponsoring entity, for the Northeast Public Development Authority to join the Association of Washington Cities Employee Benefit Trust.

WHEREAS, the City of Spokane created and established the Northeast PDA (NE PDA) in November of 2011 pursuant to RCW 35.21.730-.755 to assist in providing economic development in the northeast portion of the City and to provide economic stimulus and benefit to the entire City and region; and

WHEREAS, the City and the NE PDA entered into an interlocal cooperation agreement in February of 2013 to establish an operational agreement between the parties to assist in the NE PDA to achieve the purpose and goals of the PDA; and

WHEREAS, the NE PDA provides economic development services for the City of Spokane in the northeast area of the City, services which the City previously provided with its own staff; and

WHEREAS, the NE PDA wants to participate in the Association of Washington Cities Employee Benefit Trust benefits program ("Trust") as a quasimunicipal entity; and

WHEREAS, the Trust requires that before a non-city entity can participate in the Trust's programs, a city member of the Trust must sponsor the non-city entity's request; and

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane, as a City member of the Association of Washington Cities Employee Benefit Trust, sponsors the Northeast Public Development Authority's request for application to join the Association of Washington Cities Employee Benefit Trust as a non-city entity.

BE IT ALSO RESOLVED that the City of Spokane requests that the Northeast Public Development Authority be allowed membership into the Association of Washington Cities Employee Benefit Trust.

| ADOPTED by the Spokane City Council this | day of | , 2019 |
|--|------------|--------|
| | | |
| | City Clerk | |
| Approved as to form: | | |
| | | |
| | | |
| Assistant City Attorney | | |

| SPOKANE Agenda Sheet | Date Rec'd | 10/16/2019 | |
|---------------------------|---|----------------|---------------|
| 10/28/2019 | | Clerk's File # | RES 2019-0093 |
| | | Renews # | |
| Submitting Dept | CITY COUNCIL | Cross Ref # | |
| Contact Name/Phone | CANDACE 625-6256 | Project # | |
| Contact E-Mail | EPOULSEN@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Resolutions | Requisition # | |
| Agenda Item Name | 0320 - RESOLUTION ADOPTING THE CITY'S 2020 STATE LEGISLATIVE AGENDA | | |

Agenda Wording

A resolution adopting the City of Spokane's 2020 State Legislative Agenda.

Summary (Background)

The Spokane Municipal Code requires that "[a]ny legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane." SMC 02.03.030. This resolution adopts the agenda and provides for the process for amending items located within each of three tiers, corresponding to the degree of City involvement in the item.

| Fiscal Impact | t Grant re | lated? | NO | Budget Accour | nt |
|-------------------------|-------------------|-----------------|-------------|------------------|------------|
| - | - Public W | Vorks? | NO | | |
| Neutral \$ | | | | # | |
| Select \$ | | | | # | |
| Select \$ | | | | # | |
| Select \$ | | | | # | |
| Approvals | | Council Notific | ations | | |
| Dept Head | ı | MCCLAT | CHEY, BRIAN | Study Session | 10/10/2019 |
| Division Directo | <u>or</u> | | | <u>Other</u> | |
| <u>Finance</u> | E | BUSTOS, | KIM | Distribution Lis | st . |
| Legal | [| DALTON, | PAT | | |
| For the Mayor | (| ORMSBY | , MICHAEL | | |
| Additional Ap | provals | | | | |
| <u>Purchasing</u> | | | | | |
| | | | | | |
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RESOLUTION NO. 2019 - 0093

A Resolution providing the City of Spokane's authorization, as a sponsoring entity, for the Northeast Public Development Authority to join the Association of Washington Cities Employee Benefit Trust.

WHEREAS, the City of Spokane created and established the Northeast PDA (NE PDA) in November of 2011 pursuant to RCW 35.21.730-.755 to assist in providing economic development in the northeast portion of the City and to provide economic stimulus and benefit to the entire City and region; and

WHEREAS, the City and the NE PDA entered into an interlocal cooperation agreement in February of 2013 to establish an operational agreement between the parties to assist in the NE PDA to achieve the purpose and goals of the PDA; and

WHEREAS, the NE PDA provides economic development services for the City of Spokane in the northeast area of the City, services which the City previously provided with its own staff; and

WHEREAS, the NE PDA wants to participate in the Association of Washington Cities Employee Benefit Trust benefits program ("Trust") as a quasimunicipal entity; and

WHEREAS, the Trust requires that before a non-city entity can participate in the Trust's programs, a city member of the Trust must sponsor the non-city entity's request; and

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane, as a City member of the Association of Washington Cities Employee Benefit Trust, sponsors the Northeast Public Development Authority's request for application to join the Association of Washington Cities Employee Benefit Trust as a non-city entity.

BE IT ALSO RESOLVED that the City of Spokane requests that the Northeast Public Development Authority be allowed membership into the Association of Washington Cities Employee Benefit Trust.

| ADOPTED by the Spokane City Council this | day of | , 2019. |
|--|------------|---------|
| | | |
| | City Clerk | |
| Approved as to form: | | |
| | | |
| Assistant City Attorney | | |

RESOLUTION NO. 2019-0093

A Resolution adopting the City of Spokane's legislative agenda for the 2020 state legislative session.

WHEREAS, "Any legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane" (SMC 02.03.030); and

WHEREAS, as in past years, the City's legislative agenda contains three tiers of legislative items, only the first of which will require advocacy by City Council members and/or staff; and

WHEREAS, the City Council has consulted with its contract lobbyists, state legislators, and administration staff to form the attached list of priorities for the upcoming 2020 state legislative session.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby adopts the attached City of Spokane 2020 State Legislative Agenda.

BE IT ALSO RESOLVED that the City Council empowers its ad hoc legislative committee to add or subtract items contained within Tier 2 ("support, assist effort as needed") and Tier 3 ("monitor for impacts, respond as appropriate") without the need for an additional City Council resolution; provided, that any changes to items contained within Tier 1 shall require the Council's adoption of an amending resolution.

| PASSED by the City Cou | uncil this day of | , 2019. |
|-------------------------|-------------------|---------|
| | City Clerk | |
| Approved as to form: | | |
| Assistant City Attorney | | |



City of Spokane 2020 State Legislative Agenda

TIER 1 (high priority-lead effort)

Youth Homelessness

Secure \$2 million for capital expenses related to establishing shelter for youth and young adults, who are especially vulnerable to the impacts of homelessness.

Housing for All

- Continue working to pass <u>SHB 1590</u>, which gives city and county legislative authorities a new financing tool by allowing them to pass a local sales & use tax up to 0.1% for housing along with mental and behavioral health treatment services.
- Propose new legislation to include "permanently affordable housing" as a
 qualifying public improvement under Tax Increment Financing (TIF) Local
 Infrastructure Housing Tool, and Local Revitalization Financing (LRF), creating
 another financing tool to purchase land and construct affordable housing.

Smart Justice

- Establish a pilot program allowing our region to share in the cost savings created by using accelerated rehabilitation and community safety (ARCS) services in lieu of incarceration.
- Secure state funding similar to Snohomish County-Pioneer Human Services
 partnership in 2018 to develop semi-secure transitional housing for offenders in
 diversion programs awaiting treatment and other services.

Traffic Safety

Advocate for changes to <u>HB 1793/SB 5789</u> that would allow Spokane to create a pilot program using automated traffic safety cameras to improve public safety near schools

and parks as well as locations restricted for emergency vehicles or public transportation vehicles.

TIER 2 (support, assist effort as needed)

HB 1110/SB 5412 (Clean Fuels Standard)

Directs Department of Ecology to adopt a rule establishing a clean fuels program to limit greenhouse gas emissions per unit of transportation fuel energy to 10 percent below 2017 levels by 2020 and 20 percent below 2017 levels by 2035.

HB 1796 (C-PACER)

- Creates a commercial property-assessed clean energy and resiliency program that facilitates a public-private partnership for the financing of energy efficiency retrofits and new construction.
- Authorizes a capital provider (private entity) to provide financing for qualifying capital improvements such as energy efficiency, water conservation, renewable energy, and resiliency projects which are repaid through assessments on property.

SB 5899 (Economic Development Funding)

Allows 0.09% sales tax credit for border and rural counties in Washington State to fund economic development initiatives.

SB 5812/ HB 1797 (Accessory Dwelling Units)

- Requires cities and counties to adopt ordinances that authorize accessory ADUs within designated urban growth areas by June 1, 2021, and establishes certain regulatory requirements that must be included.
- Exempts cities that have adopted ADU regulations on or before the effective date
 of the Growth Management Act (GMA) from the ADU regulation requirements,
 but encourages them to adopt similar policies before their next comprehensive
 review is due under the GMA

HB 1718 (Mental Health Funding)

Removes prohibitions on supplanting existing local government expenditures with proceeds from a locally imposed 0.1% sales and use tax dedicated to mental health and substance abuse.

HB 1453 (Renter Eviction)

 Extends the 3-day notice to pay and vacate for default in rent payment to 14 days' notice for tenancies under the Residential Landlord-Tenant Act

- Requires a landlord to first apply any tenant payment to rent before applying the payment toward other charges
- Provides requirements and limitations on the award of attorneys' fees under unlawful detainer actions.

"Early Start Act 2.0"

Sen. Billig proposal addressing child care access and quality, details TBA.

<u>Urban Ag Land Protection</u>

Explore options including TIF to help create an urban agriculture land trust in response to Pilcher ruling.

Sex Offender Reform

Work with DSHS to improve relocation process for Level 3 offenders, requiring family ties, job assistance, adequate housing etc.

Drivers Licensing

Work with DOL to require defensive driving component on driving test, e.g., texting while driving, following too closely, rules for unmarked intersections.

<u>Budget</u>

- Permanent source of funding for Housing Trust Fund
- Additional local funding for drug treatment
- School safety: Rep. Dolan proposal to fund ESD training and technical support for behavioral health programming within school districts.

TIER 3 (monitor for impacts, respond as appropriate)

Multifamily Sales Tax Exemption

Recommendation by JLARC that cities be required to include analysis of profitability as a consideration in offering or approving exemptions.

Carbon Tax

Various proposals expected to levy a new tax on the carbon content of fuels (transport & energy sectors).

Renter Protection

- HB 1591 (homeless bill of rights)
 Codifies the rights in public space of people experiencing homelessness, and provides that such a person may not be prosecuted criminally for exercising these rights when the person has no reasonable alternative but to survive in public space and existing local shelters are inadequate in number or capacity or are functionally inaccessible.
- New legislation expected to limit the amount of rent increases that landlords can impose.

Housing Trust Fund

Housing groups considering proposal to earmark portion of HTF for home ownership.

| SPOKANE Agenda Sheet | Date Rec'd | 10/14/2019 | | |
|---------------------------|---|---------------|--|--|
| 10/28/2019 | Clerk's File # | ORD C35826 | | |
| | | Renews # | | |
| Submitting Dept | PLANNING | Cross Ref # | | |
| Contact Name/Phone | LOUIS MEULER 625-6096 | Project # | | |
| Contact E-Mail | LMEULER@SPOKANECITY.ORG | Bid # | | |
| Agenda Item Type | First Reading Ordinance | Requisition # | | |
| Agenda Item Name | 0650 - EMERGENCY AMEND: CHARACTERISTICS OF DT COMPLETE STREET | | | |

Agenda Wording

The proposed amendment will modify what is required by the City Council to vacate full or partial right-of-ways for a public purpose that has a Complete Street designation within the Downtown Zones.

Summary (Background)

The Regional Sports Complex is being constructed on a site that covers the current area of Cataldo Ave., between Howard St. and Washington St. To support the project the full street vacation of Cataldo Ave. is needed along with a portion of Dean Ave. Spokane Municipal Code (SMC) 17C.124.035 states that streets shown on Map 5.1 "Streetscape Improvements" in the Downtown Plan are not to be vacated in order to "incorporate the elements described in the complete street designation".

| Fiscal Impac | t Grant re | elated? | NO | Budget A | <u>\ccount</u> | |
|------------------------|---------------------|----------|---------------------------|-------------------------|-------------------------|---|
| | Public V | Vorks? | YES | _ | | |
| Neutral \$ | | | | # | | |
| Select \$ | | | | # | | |
| Select \$ | | | | # | | |
| Select \$ | | | | # | | |
| Approvals | | | | Council N | Notifications | |
| Dept Head | • | TRAUTM | AN, HEATHER | Study Sess | sion | |
| Division Direct | or | CORTRIG | HT, CARLY | <u>Other</u> | PIES 9/23/1 | 9 |
| <u>Finance</u> | | ORLOB, I | KIMBERLY | Distributi | ion List | |
| Legal | | RICHMAI | N, JAMES | ssuski@spok | kanecity.org | |
| For the Mayor | 1 | ORMSBY | , MICHAEL | lmeuler@sp | Imeuler@spokanecity.org | |
| Additional Ap | dditional Approvals | | htrautman@spokanecity.org | | | |
| Purchasing | | | | sbishop@spokanecity.org | | |
| | | | | smsimmons | @spokanecity.org | |
| | | | | | | |
| | | | | | | |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This section of Cataldo Ave. and Dean Ave. is listed as a "Type IV - Neighborhood Street: Type IV streets carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees."

| Fiscal Impact | Budget Account |
|-------------------|----------------|
| Select \$ | # |
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| Distribution List | |
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Briefing Paper

| Council Meeting Division & Department: | Business and Development Services, Planning Services |
|--|--|
| Subject: | The proposed amendment to the Characteristics of Downtown Complete Street Designations code section, SMC 17C.124.035 will modify what is required by the City Council to vacate a street or portion of a street for a public purpose that has a Complete Street designation within the Downtown Zones. |
| Date: | September 25, 2019 |
| Contact (email & phone): | Shea Suski, 625-6965 or Louis Meuler, 625-6096 |
| City Council Sponsor: | |
| Executive Sponsor: | Neighborhood & Planning Services |
| Strategic Initiative: | Urban Experience |
| Outcome: (deliverables, delivery duties, milestones to meet) | Council approval of an emergency amendment to the Characteristics of Downtown Complete Street Designations code section, SMC 17C.124.035 |

Background/History:

The Regional Sports Complex is being constructed on a site that covers the current area of Cataldo Ave., between Howard St. and Washington St. To support the project the full street vacation of Cataldo Ave. is needed along with a portion of Dean Ave. Spokane Municipal Code (SMC) 17C.124.035 states that streets shown on Map 5.1 "Streetscape Improvements" in the Downtown Plan are not to be vacated in order to "incorporate the elements described in the complete street designation". This section of Cataldo Ave. and Dean Ave. is listed as a "Type IV – Neighborhood Street: Type IV streets carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees."

The proposed emergency amendment to the Characteristics of Downtown Complete Street Designations code section, SMC 17C.124.035 will modify what is required by the City Council to vacate a street or portion of a street for a public purpose on those streets that have a Complete Street designation within the Downtown Zones.

Draft Code Amendment:

Section 17C.124.035 Characteristics of Downtown Complete Street Designations
The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on Map 5.1 "Streetscape Improvements" in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such streets or portions thereof. Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:

ORDINANCE No. C35826

- AN ORDINANCE AMENDING SPOKANE MUNICIPAL CODE 17C.124.035 "CHARACTERISTICS OF DOWNTOWN COMPLETE STREET DESIGNATIONS" TO ALLOW FOR THE VACATION OF ALL OR PARTS OF RIGHT-OF-WAYS DESIGNATED AS A COMPLETE STREET TO ACCOMMODATE A PUBLIC USE; AND DECLARING AN EMERGENCY.
- **WHEREAS**, in compliance with the Washington State Growth Management Act, Chapter 36.70A RCW, the City of Spokane adopted a Comprehensive Plan in May 2001 and Comprehensive Plan Update in June 2017; and
- **WHEREAS**, the City of Spokane adopted the updated Downtown Plan "Fast Forward Spokane: Downtown Plan Update" in December 2009 as part of the City's Comprehensive Plan; and
- **WHEREAS**, the City Council enacted Ordinance No. C-34522 on January 16, 2010 adopting Chapter 17C.124 Downtown Zones as part of the Spokane Municipal Code, codifying the Downtown Plan Update, including Map 5.1 "Streetscape Improvements"; and
- **WHEREAS**, Spokane Municipal Code Section 17C.124.035 "Characteristics of Downtown Complete Street Designations" references Map 5.1 of the Downtown Plan that depicts complete streets designations and states, "Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation"; and
- **WHEREAS**, Spokane Municipal Code Section 17G.025.010 "Text Amendments to the Unified Development Code" identifies terms and conditions for amendments to the Spokane Municipal Code; and
- **WHEREAS**, the Plan Commission held a public hearing on this amendment on October 9th, 2019 and recommended to approve the amendment to SMC 17C.124.010; and
- **WHEREAS**, as a result of the City's efforts, the public has had the opportunity to participate throughout the code amendment process and all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and
- **WHEREAS**, on October 7th, the City notified the Department of Commerce of its intent to adopt this Ordinance and requested expedited review of the same; and
- **WHEREAS**, the City Council finds that the amendments set forth herein are consistent with the Growth Management Act, and will protect and promote the health, safety and welfare of the general public; and

WHEREAS, the amendment was found to be a procedural amendment and exempt from the State Environmental Policy Act (SEPA); and

WHEREAS, the City Council finds that it is necessary for this Ordinance to take effect immediately upon passage in order to accommodate a pending street vacation request that is necessary to facilitate construction of the planned Sportsplex;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON DOES ORDAIN AS FOLLOWS:

Section 1: <u>Findings, Analysis and Conclusions.</u> After reviewing the record and considering the arguments and evidence in the record and at the public meetings, the City Council hereby adopts the findings and conclusions adopted by the Plan Commission on October 9th, 2019.

Section 2: Amendment of Spokane Municipal Code Section 17C.124.035. In accordance with Spokane Municipal Code Section 01.01.040 Amendment of Code, Spokane Municipal Code Section 17C.124.035 is hereby amended to read as follows:

"The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on Map 5.1 "Streetscape Improvements" in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such right-of-ways or portions thereof. Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:

- A. Type I Community Activity Street.

 Type I streets are slow, two-way streets with wide, well-maintained sidewalks and pedestrian amenities to encourage strolling, walking, and shopping.
- B. Type II Community Connector.

 Type II streets move traffic and pedestrians into and around downtown. There streets provide some of the major pedestrian connection to surrounding neighborhoods and districts.
- C. Type III City-Regional Connector.

 Type III streets move auto traffic through downtown and provide connections to the rest of the City and region. These attractive, landscaped arterials are to be improved with street trees, sufficient sidewalks for pedestrian circulation and pedestrian buffer areas, and safe pedestrian crossings.

- D. Type IV Neighborhood Streets. Type IV streets carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees. All downtown streets will meet Type IV criteria to a minimum.
- E. Alleys. Alleys provide the best opportunity to prioritize the pedestrian above the motor vehicle. Alleys are critical service areas where deliveries and refuse collection shall be focused. Alley encroachments shall be removable and allow for nightly access."

Section 3: Declaration of Emergency and Effective Date. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, and for the immediate support of City government and its existing public institutions, shall be effective immediately upon its passage.

Section 4: <u>Transmittal to State.</u> Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington Department of Commerce as required by law.

Section 5: Severability/Validity. The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The City Council hereby declares that they would have passed this ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, clauses or phrases were unconstitutional or invalid.

| Passed by City Council | |
|------------------------|---|
| | |
| Council President | _ |
| Attest: | |
| | |
| City Clerk | - |
| Approved as to form: | |

| Assistant City Attorney | | | |
|-------------------------|---|------|--|
| Mayor | | Date | |
| Effective Date | _ | | |

Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations on Proposed Amendment to Spokane Municipal Code Section 17C.124.035 Characteristics of Downtown Complete Street Designations

A recommendation of the Spokane Plan Commission to the City Council to APPROVE a proposal to amend Spokane Municipal Code Section 17C.124.035. If approved, the amendment would allow for the vacation of right-of-way designated as a Complete Street in the Downtown Plan Map 5.1 "upon a finding that a vacation is needed in order to accommodate a public use".

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 and Comprehensive Plan Update in June 2017 that comply with the requirements of the Growth Management Act (GMA).
- B. The City of Spokane adopted the updated Downtown Plan "Fast Forward Spokane: Downtown Plan Update" in December 2008 as part of the City's Comprehensive Plan and enacted Ordinance No. C-34522 on January 16, 2010 adopting Chapter 17C.124 Downtown Zones as part of the Spokane Municipal Code (SMC), codifying the Downtown Plan Update, including Map 5.1 "Streetscape Improvements" which designates Complete Streets.
- C. SMC Section 17C.124.035 Characteristics of Downtown Complete Street Designations states, in part: "Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation."
- D. SMC Section 17G.025.010 Text Amendments to the Unified Development Code allows for the amendment of the SMC if the City finds "the proposed amendment is consistent with the applicable provisions of the comprehensive plan" and "the proposed amendment bears a substantial relation to public health, safety, welfare, and pretention of the environment."
- E. The amendment is categorically exempt under SEPA Chapter 43.21C RCW.
- F. On September 25, 2019 and October 2, 2019 a Notice of Public Hearing and SEPA Determination was published in the Spokesman Review advertising the October 9, 2019 hearing. The same notice was posted at City Hall and the main branch of the library on September 30, 2019.
- G. On October 1, 2019, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Proposed Amendment.

- H. On October 1, 2019, the City provided Notice of Public Hearing with a link to a project website to neighborhood councils that are covered by Map 5.1 including Browne's Addition, Cliff/Cannon, East-Central, Peaceful Valley, Riverside, and West-Central.
- I. On October 9, 2019 a Notice of the Intent to Adopt an Amendment to the Unified Development Code providing a summary of the amendment and the process to adopt was published in the City's Gazette.
- J. Public comment was accepted through the process until the October 9, 2019 Plan Commission hearing, including an open house held prior to the hearing to answer questions and receive comment.
- K. On October 7th, 2019, the Washington State Department of Commerce and appropriate state agencies were given the notice of intent to adopt before adoption of any proposed changes to the Unified Development Code.
- L. Prior to the Plan Commission hearing, staff prepared a briefing paper and presentation providing staff's analysis of the merits of the proposal to amend SMC Section 17C.124.035, and recommending approval of the application.
- M. As a result of the City's efforts, the public has had an appropriate opportunity to participate in the proposed amendment and persons desiring to comment have been given an opportunity to comment on the proposal.
- N. On October 9, 2019, the Plan Commission held a public hearing on the Proposed Amendment.
- O. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Briefing Paper prepared for the Proposed Amendment (the "Briefing Paper").

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), agency and public comments received, and public testimony presented regarding the proposal, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.025:

- The Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
- 2. The proposed amendment is consistent with the goals and purposes of GMA.
- 3. The proposed amendment is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring

- jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
- 4. The proposed amendment is consistent with the applicable provisions of the comprehensive plan,
- 5. The proposed amendment bears substantial relation to public health, safety, welfare, and protection of the environment by providing flexibility to SMC 17C.124.035 that does not currently exist in the code and would otherwise require a cumbersome process of amending the Downtown Plan Map 5.1 "Streetscape Improvements" of which could delay any necessary response that aims to protect these stated values.

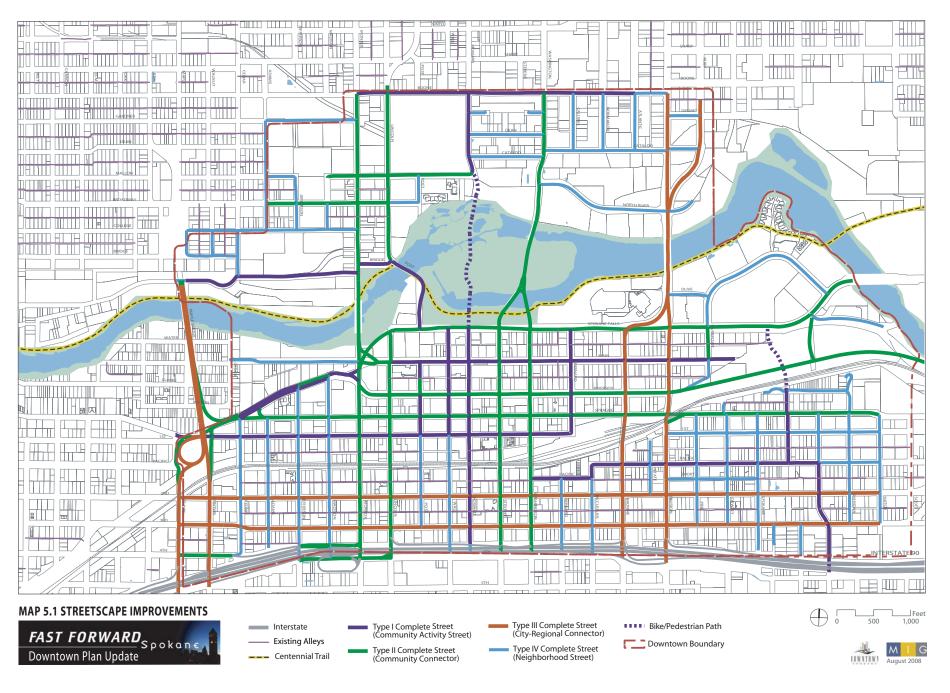
RECOMMENDATIONS:

In the matter of the proposal to amend the Spokane Municipal Code Section 17C.124.035 to add language that allows for the vacation of right-of-ways designated as a Complete Street in the Downtown Plan Map 5.1 provided the purpose is for a public use:

The Plan Commissions recommends to City Council the APPROVAL by a vote of 1/4 to 2 of the proposed amendment, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Proposed Amendment.

Todd Beyreuther, President Spokane Plan Commission

October 9, 2019



| SPOKANE Agenda Sheet | | 9/26/2019 | | | |
|--|------------------------------------|---------------------|-----------------------------|---|--|
| Briefing date: 09/30/2019 | | | OClerk's File # | ORD C35820 | |
| Status: SUBMITTER EDITING | | | Renews # | | |
| (\)\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | DEVELOPED CERVI | OEO OENTES | | DE0 0040 0070 | |
| Submitting Dept*: | DEVELOPER SERVI | | Cross Ref# | RES 2019-0072 | |
| Contact Name & Phone*: | | 6305 | Project # | | |
| Contact E-Mail* | EBROWN@SPOKAN | ECTY.ORG | Bid # | | |
| Add'l Docs Attached? □ | | <u> </u> | Requisition # | | |
| Agenda Item Name: Be 4700- VACATION OF CATALD | | | | | |
| Agenda Wording*: (119 | | dditional attached? | | | |
| Vacation of Cataldo Ave Howard, as requested by | Spokane Public Fac | eilities Distr | ict | and • | |
| ② <u>Summary (Background)*: (</u> 315 character max.) ☐ Additional attached? At its legislative session held on September 9, 2019 the City Council set a hearing on the above vacation for October 7, 2019. Staff has solicited responses from all concerned parties. | | | | | |
| Public Public | related? Yes O No Works? Yes O No | Budget Acco | unt ☐ Additional at | ached? | |
| Neutral ✓ \$ | | # | | | |
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| Approvals | | Ouncil No | tifications (Date | e) 🗌 None | |
| Dept Head DU | VALL, MEGAN | Study Session | Urban Exp | erience 8/26/19 | |
| Division Director CO | RTRIGHT, CARLY | Other | | | |
| Finance OR | LOB, KIMBERLY | Distributio | n List (Emails prefe | rred) Additional? | |
| Legal | Legal ebrown@spokanecity.org | | | | |
| For the Mayor edjohnson@spokanecity.org | | | | | |
| Additional Approvals kbecker@spokanecity.org | | | | | |
| Purchasing | rchasing mduvall@spokanecity.org | | | *************************************** | |
| Select Dept 1 ccortright@spokanecity.org | | | | | |
| elect Dept 2 dnorman@spokanecity.org | | | | | |
| Select Dept 3 | | | | | |
| | Save Cancel | View Related Doc | uments | | |



CITY OF SPOKANE DEVELOPMENT SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343 (509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT September 30, 2019

LOCATION: Portions of Cataldo Ave and Dean Ave between Washington and Howard

PROPONENT: Spokane Public Facilities District

PURPOSE: Sportsplex

HEARING: October 7, 2019

REPORTS:

AVISTA UTILITIES – Avista has overhead electric and underground natural gas facilities in the portion of Cataldo being vacated and gas facilities in the portion of Dean being vacated; requesting easements be reserved for those facilities.

Avista understands that the need for these easements may change as plans move ahead for the construction of the Sportsplex.

COMCAST – Comcast has reviewed the vacation request. Enclosed is our system map showing Coax/Fiber on the South side of Cataldo. Prior to any approval of this vacation, we would request a meeting to discuss options for the utilities that exist in this right-of-way.

CENTURYLINK – CenturyLink doesn't have any objections to the new vacation.

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the ROW vacation of W Cataldo as designated.

INLAND POWER & LIGHT – Inland Power & Light does not have any utility facilities in the proposed vacation areas.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – There is a small stretch of 26' wide street to the north, but that meets our 20' minimum for apparatus access. My only suggestion would be that they provide "No Parking – Fire Lane" signage on both sides of the curb bump-out.

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – Erik, Here are my comments on the Cataldo ROW vacation. I don't know if Condition #1 is needed since it may be July before this gets to Council.

Recommended Condition #1 - The vacation and any associated construction should be delayed until after the July 2019 Hoopfest event.

Support for Condition #1: Hoopfest is planning to use much of Dean Avenue for courts.

Recommended Condition #2 – A public route for bicycle, pedestrian and scooter use must be provided from the intersection of Howard/Cataldo to Washington/Cataldo, around the south side of the Sportsplex, connecting to the walkways on the west side of the building.

Support for Condition #2:

- Although the main entrance to the Sportsplex is oriented to Dean Avenue, many pedestrians will be walking to and from the Sportsplex from the southeast and southwest. They need a <u>safe and direct route</u> to the entrances, and also <u>through the site</u> if the Sportsplex is not their destination. Foot traffic, bicycle and scooter trips are also generated by the Spokane Arena, Riverfront Park, the Howard Street Promenade, the North Bank Playground, offices and restaurants in the Flour Mill, the Centennial Hotel via the controlled crosswalk at Washington/North River Drive, the Wonder Building, and the proposed restaurants and hotel in the Falls Towers.
- While the pathway through the park will work for some trips, it will feel less safe at night due to low lighting, more confined spaces and fewer people. A route around the Sportsplex designed with CPTED principles would be a more comfortable and safer alternative.
- Provision of a well-designed and safe bicycle and pedestrian route will minimize interference with the loading area on the west side of the building.
- The following Comprehensive Plan Policies support maintaining a public bicycle and pedestrian route between Howard/Cataldo and Washington/Cataldo, around the south side of the Sportsplex.

TR 2 Transportation Supporting Land Use

Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and placemaking functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.

LU4.4 Connections

Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.

LU4.5 Block Length

Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths in order to increase street connectivity and access. The text goes on to say that "block lengths of approximately 250 to 350 feet on average are preferable, but should not exceed 600 feet in length (per Spokane Municipal Code).

 Cataldo is often used for non-motorized travel between Howard and Washington. The Strava map shows aggregated bicycle and pedestrian use over the past two years from users of their app. Cataldo is marked with an arrow.



Recommended Condition #3 – The PFD shall work with City staff to reestablish a street grid system if any of the surface parking lots are redeveloped. One option could be re-opening Boy Scout Way (formerly Gardner Avenue) to through traffic between Howard and Washington.

Support for Condition #3:

O Drivers on the north side of the river often use the Mallon-Howard-Cataldo-Washington route to circle back into downtown as it is less congested than the Monroe Street Bridge. Traffic counts collected by the City show that Cataldo carries 1700-2200 vehicles per day during the week and 1500 on weekend days with events. This is "collector arterial" level traffic. With the vacation of Cataldo this

traffic will be added to Dean Avenue, which carries approximately 500 vehicles per day, not counting additional traffic generated by the Sportsplex events or the three new mixed-use towers planned for the corner of Broadway/Lincoln. This traffic will add conflict with the proposed passenger loading zone on Dean Avenue and the pedestrian movements between the PFD parking lots and the Sportsplex.

Removal of the street grid network is not supported by city development code. The
applicable sections are below. Per SMC 17H.010.010 the Street Development
Standards are applicable to street construction projects that "involve major redesign
of the street itself".

<u>Chapter 17H.010</u> Street Development Standards, <u>Section 17H.010.030</u> Street Layout Design

- M. A grid pattern featuring more street intersections and shorter block lengths should be implemented wherever possible.
- P. Block lengths should not exceed six hundred sixty feet.

<u>Chapter 17H.010</u> Street Development Standards, <u>Section 17H.010.080</u> Deadend and Cul-de-sac Streets

- A. New, permanent dead-end or cul-de-sac streets require the approval of the director of engineering services. Dead-end and cul-de-sac streets are only allowed when street connectivity is unachievable, such as property that is isolated by topography or the configuration of existing lots and streets.
- The following Comprehensive Plan Policies support establishing a better street grid around the Spokane Arena and Sportsplex sites.

TR 2 Transportation Supporting Land Use

Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.

LU4.4 Connections

Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.

LU4.5 Block Length

Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths in order to increase street connectivity and access. The text goes on to say that "Excessively long blocks and long local access residential streets result in fewer alternative routes for pedestrian and vehicle travel and generally result in increased vehicle speeds. Block lengths of approximately 250 to 350 feet on average are preferable, but should not exceed 600 feet in length (per Spokane Municipal Code).

PLANNING & DEVELOPMENT - PLANNING -

Good morning. We've reviewed the proposed vacations in comparison to the Comprehensive Plan, Downtown Plan, and related documents. We have the following comments:

Comprehensive Plan

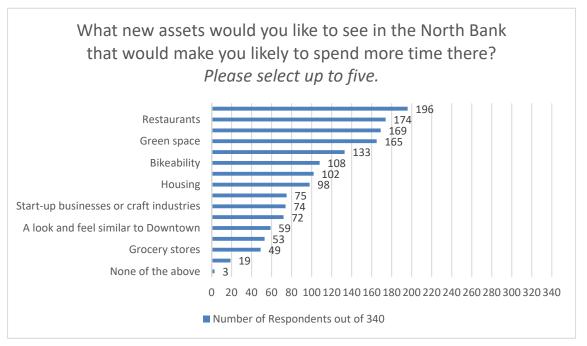
Grid Pattern Streets-Land Use Policy LU 4.5 calls for a layout of grid streets in the City in order to provide for increased street connectivity and access. It goes on to say that block lengths should be between 250 to 350 feet long, and should not exceed 600 feet in length. Because the redevelopment of Riverfront Park has not incorporated an extension of North River Drive west of Washington Street, the loss of Cataldo Avenue would make the block 630 feet long on the east side. Furthermore, because Gardner Ave. is disconnected north of Dean Ave, the northern block is already more than 500 feet long.

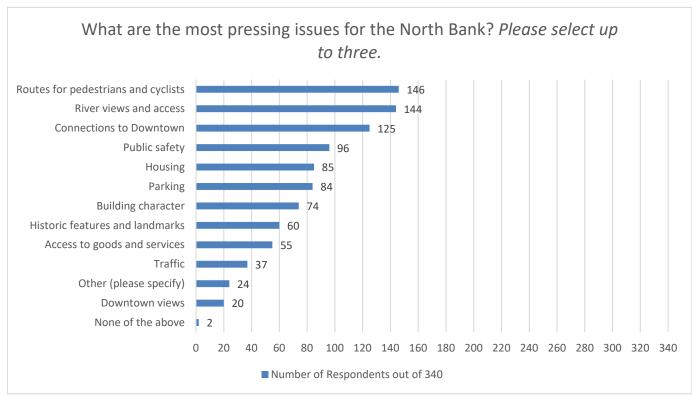
Avoid Cul-de-Sacs-Trans portation Policy TR 4.6 calls for well-connected internal transportation. The discussion goes on to call for avoiding culde-sacs and vacating streets. This proposal would result in two new culde-sacs in addition to a vacated street, both in apparent contravention of this policy.

Downtown Plan (Update Process)

This last summer we held a short series of technical committee meetings to explore technical and operational issues downtown that could affect the Downtown Plan Update. During our discussion of the North Bank, including representatives of several major departments, local agencies such as STA and the Public Facilities District, many of the representatives expressed concern about the limited east-west connectivity in this part of the North Bank area. The proposed narrowing of Dean could result in incentive for eventual vacation of the full street, leaving no contiguous east-west routes through the North Bank between Boone Ave and the River.

through this area. Questions 5 and 6 of the survey (noted in the graphs below) show that multimodal access and connections through downtown are vital concerns to residents. To view the full survey results, visit the webpage here: https://static.spokanecity.org/documents/blog/2019/04/05/north-bank-vision-survey-results.pdf.





Design Review Board Recommendations

Should Cataldo Avenue need to be vacated, the Design Review Board has the following recommendation in regards to connectivity:

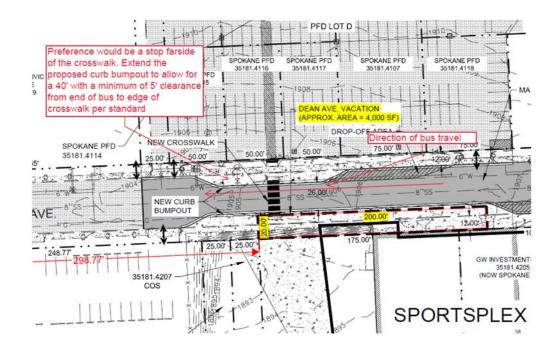
At the proposed bulb-outs, the design should allow for a large volume of people to simultaneously and safely cross Dean Avenue. We understand that the construction of the Sportsplex will likely require the vacation of Cataldo Avenue. However, we recommend that any vacation of Dean be postponed until designs for the Sportsplex are available for review and/or alternatives have been developed for narrowing the street while maintaining full connectivity.

POLICE DEPARTMENT – No comments

SPOKANE TRANSIT AUTHORITY - The parking lot to the north of the project serves as a park-and-ride for those who participate in the City Ticket program. City Ticket is a longstanding program (40+ years) to mitigate traffic congestion in the central business district. On an average weekday 274 parking spots are occupied.

The Route 11 Plaza Arena Shuttle operates in the westbound direction on Dean Ave. The travel way shown in the submitted plan is sufficient to continue operation on Dean Ave. However, congestion could be a concern. The left turn onto Dean Ave from Washington St may become problematic due to use by patrons of the Sportsplex. The Route 11 could be modified to operate on W Gardner Ave/Boy Scout Way should the PFD modify the street to accommodate buses.

STA requests that a bus stop serving the Sportsplex facility be installed as part of the development. Design standards for bus stops may be found at https://www.spokanetransit.com/projects-plans/bus-stop-design-standards. Should the Route 11 remain on Dean Ave the preferred location would be as shown below:



Designated pedestrian connections from the parking lots north of the Sportsplex to the Sportsplex and bus stop are requested.

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the proposal for Cataldo Sportsplex RW Vacation and the Street Department has a concern about the vehicles entering Cataldo Ave. From Howard St. being able to turn around to exit Cataldo Ave at Howard St. May require a Cul de Sac or Hammerhead.

WASTEWATER MANAGEMENT - The previous request had a new start MH being added in Cataldo west of the new building in what was supposed to be a cul-de-sac, that doesn't appear in this request. The cul-de-sac is gone and there is no mention of the new sanitary MH. We need that new manhole added with access for our large inspection and service trucks which means enough turn radius to get a truck in and out of there without backing into traffic on Howard.

The sanitary line in Dean is approximately 10-12' deep in the area next to the new building. As usual we would request that nothing be built within what would ordinarily be a 30' easement centered on the main. The request appears to account for that (26' of travel lane centered on the main with 12' sidewalks on each side) but we should stress that this is a requirement. If we ever had to dig that line up, structures close to it could be threatened. To that end the building footing should be an appropriate depth that it would not be undermined if digging up the sanitary line was necessary.

There are no apparent storm drainage structures like swales of drywells in the drawing provided with the request. Any impervious areas (parking, sidewalks, roof drains, etc) must have some sort of retention and treatment provided. We always state that the on site drainage be maintained and treated on site. Considering the size of the project and amount of impervious surface this is critical. Draining to city stormwater or sanitary assets is not permitted. The retention and treatment areas must meet Washington Dept of Ecology requirements. This likely means that geotech tests will be required and any UIC (Underground Injection Control) measures like drywells and tree boxes will need to be registered with DOE.

Provided all of these concerns are addressed, we have no objections to the vacation.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATIONS:

- 1. Based on documents submitted by the applicant, Staff recommends the fee be waived because of the public benefit of the project.
- 2. Final easements for City of Spokane, Comcast, and Avista must be established prior to final reading of this vacation ordinance.
- Final reading of the vacation ordinance should not occur until the City Council has amended SMC 17C.124.035 to reflect the City Council's legislative authority to vacate rights-of-way appearing on the complete street map under appropriate circumstances, as determined by the City Council.
- 4. The existing water main in Cataldo Avenue will need to be disconnected where located under the new Sportsplex. Additional restraint is needed for the new dead-end lines. Upsizing of adjacent water facilities may be required to maintain fire flow.
- The existing sewer main in Cataldo Avenue will need to be relocated to the west to be outside the footprint of the new Sportsplex.
- 6. The plans for termination and closure of right-of-way must be reviewed and accepted by Developer Services prior to the final reading of the vacation ordinance.
- 7. All stormwater runoff from vacated streets must be retained onsite in accordance with SMC 17D.060. The steep slopes at each end of Cataldo and extensive subsurface rock with minimal soil at these locations may make this requirement reasonably unachievable. Any runoff which cannot be retained on-site shall be approved by a variance. If a variance is submitted, it must be approved by Staff prior to the final reading of the vacation ordinance.
- 8. All street and utility work required as conditions of approval of this street vacation shall either be constructed or financially guaranteed for their construction prior to the final reading of the vacation ordinance.
- 9. A public route for bicycle, pedestrian and scooter use must be provided from the intersection of Howard/Cataldo to Washington/Cataldo, around the south side of the Sportsplex, connecting to the walkways on the west side of the building. This route should be wide enough for comfortable use by bicycles and scooters and be marked as the bike/ped route to the complex.

10. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Eldon Brown, P.E. Principal Engineer – Planning & Development City of Spokane Planning & Development Services 808 West Spokane Falls Blvd. Spokane, WA 99201-3343 (509) 625-6700

ORDINANCE NO. C35820

An ordinance vacating Cataldo Avenue, between the east line of Howard Street and the west line of Washington Street, along with portions of Dean Ave,

WHEREAS, a petition for the vacation of Cataldo Avenue, between the east line of Howard Street and the west line of Washington Street, along with the portions of Dean Ave has been filed with the City Clerk representing 90% 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 Cataldo Avenue, between the east line of Howard Street and the west line of Washington Street, is hereby vacated. Parcel number not assigned.

Section 2. That A portion of West Dean Avenue in the NE. ¼ Section 18, Township 25 North, Range 43 East in the City of Spokane, Spokane County, Washington, being more particularly described below, is hereby vacated. Parcel number not assigned.

The South 10 feet of said West Dean Avenue lying adjacent to and north of lots 20 through 29 of block 6 in Keystone Addition per Plat recorded in Volume "A", Page 16 in Spokane County, Washington;

EXCEPT the west 21 feet adjacent to and North of said Lot 29 of said Block 6.

ALSO EXCEPT the east 7 feet adjacent to and North of said Lot 20 of said Block 6.

Section 3. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Comcast and the City of Spokane to protect existing and future utilities.

| Council President |
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| Council President |
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| Date: |
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| SPOKANE Agenda Sheet | Date Rec'd | 10/9/2019 | |
|---------------------------|----------------------------|---------------|--|
| 10/21/2019 | Clerk's File # | FIN 2019-0001 | |
| | | Renews # | |
| Submitting Dept | FINANCE & ADMIN | Cross Ref # | |
| Contact Name/Phone | PAUL INGIOSI 625-6061 | Project # | |
| Contact E-Mail | PINGIOSI@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Hearings | Requisition # | |
| Agenda Item Name | 0410 - SET REVENUE HEARING | | |

Agenda Wording

Setting public hearing on possible revenue sources for the 2020 Budget for October 28, 2019.

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 2020 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 11, 2019 agenda.

| Fiscal Impact | Grant related? | NO | Budget Account | |
|--------------------------|----------------|------------|---------------------------|----------|
| | Public Works? | NO | | |
| Select \$ | | | # | |
| Select \$ | | | # | |
| Select \$ | | | # | |
| Select \$ | | | # | |
| Approvals | | | Council Notification | <u>s</u> |
| Dept Head | HUGHES | , MICHELLE | Study Session | |
| Division Director | <u>r</u> BROWN | , SKYLER | <u>Other</u> | |
| <u>Finance</u> | HUGHES | , MICHELLE | Distribution List | |
| <u>Legal</u> | DALTON | , PAT | lwilliams@spokanecity.org | |
| For the Mayor | ORMSB | , MICHAEL | pingiosi@spokanecity.org | |
| Additional App | rovals | | | |
| <u>Purchasing</u> | | | | |
| | | | | |
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| SPOKANE Agenda Sheet | Date Rec'd | 10/9/2019 | |
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| Contact Name/Phone | PAUL INGIOSI 625-6061 | Project # | |
| Contact E-Mail | PINGIOSI@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Hearings | Requisition # | |
| Agenda Item Name | 0410 - SET BUDGET HEARINGS | | |

Agenda Wording

Setting the Hearings for review of the 2020 Proposed Budget beginning Monday, November 4, 2019 and continuing thereafter at the regular Council meetings through December 2, 2019.

Summary (Background)

As part of the annual budget process, the City Council will hold public Hearings on the 2020 Proposed 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 4, 2019 and are currently scheduled to continue each Monday through December 2, 2019. The Council may continue the Hearing up to the 25th day prior to the beginning of the next fiscal year.

| Fiscal Impa | <u>act</u> | Grant related? | NO | Budget Account | |
|-------------------------------|------------|---------------------------|------------|-----------------------|--|
| | | Public Works? | NO | | |
| Select \$ | | | | # | |
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| Select \$ | | | | # | |
| Select \$ | | | | # | |
| Approvals | | Council Notification | ons | | |
| Dept Head | | HUGHES | , MICHELLE | Study Session | |
| Division Dire | ector | BROWN, | SKYLER | <u>Other</u> | |
| Finance HUGHES, MICHELLE | | Distribution List | | | |
| Legal DALTON, PAT | | pingiosi@spokanecity.org | | | |
| For the Mayor ORMSBY, MICHAEL | | lwilliams@spokanecity.org | | | |
| Additional | Appr | ovals | | | |
| <u>Purchasing</u> | | | | | |
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FIN 2019-0001

2020 Budget can be viewed at:

https://my.spokanecity.org/business/resources/

https://my.spokanecity.org/projects/capital-programs/