

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, NOVEMBER 11, 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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

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. | Purchases by Fleet Services for the Wastewater Maintenance Department of: | Approve
All | |
| | a. a Service Truck Body from Freightliner (Spokane, WA) using BID 4401-17—\$55,079.99 (incl. tax). | | OPR 2019-0954
BID 4401-17 |
| | b. a Service Truck Chassis from Columbia Ford (Longview, WA) using Washington State Contract #05916—\$59,967.96 (incl. tax). | | OPR 2019-0955 |
| | Raylene Gennett | | |
| 2. | Contract Amendment/Extension with Stantec Consulting Services, Inc. (Spokane, WA) to implement the recently awarded EPA grant of \$600,000 accepted by City Council on October 28, 2019—increase of \$548,800. | Approve | OPR 2014-0760 |
| | Teri Stripes | | |
| 3. | Contract with PMWeb, Inc. (Wakefield, MA) for continued Annual Support and Maintenance of the Capital Project Management Software from February 1, 2020 through January 31, 2021—\$86,493.83 (incl. tax). | Approve | OPR 2017-0005
RFP 4196-16 |
| | Michael Sloon | | |

- | | | | |
|-----|---|----------------|---------------------------------|
| 4. | Contract Amendment with Rubicon Global, LLC for the addition of 6 vehicle tablets and 23 vehicle pods between the Solid Waste Management and Street Departments—\$14,076.15 (incl. tax).
Michael Sloon | Approve | OPR 2018-0598
BID 4430-18 |
| 5. | Contract Extension with Hydrotech Generator Repair Plus, Inc. (Spokane Valley, WA) for the off-site rebuilding of hydraulic and pneumatic cylinders from January 1, 2020 through December 31, 2020—\$100,000 (incl. tax).
Chris Averyt | Approve | OPR 2016-0913
RFP 4303-16 |
| 6. | Contract with Big Sky Industrial (Spokane, WA) for vacuum support services at the Waste to Energy Facility from January 1, 2020 through December 31, 2020—estimated cost of \$110,000 (incl. tax).
Chris Averyt | Approve | OPR 2019-0956
PW ITB 5098-19 |
| 7. | Contract with Bay Valve Service LLC (Longview, WA) for onsite valve repair services from January 1, 2020 through December 31, 2020—not to exceed \$300,000 (incl. tax).
Chris Averyt | Approve | OPR 2019-0957
PW ITB 5133-19 |
| 8. | Contract with Online Cleaning Services (Marysville, CA) for Boiler Blast Cleaning Services from January 1, 2020 through December 31, 2020 for \$300,000 (incl. tax).
Chris Averyt | Approve | OPR 2019-0958
PW ITB 5096-19 |
| 9. | Contracts with WEMCO, Inc. (Spokane, WA) from January 1, 2020 through December 31, 2020 for the Waste to Energy Facility for: | Approve
All | |
| | a. Crane/Hoist/Trolley and Lifeline Preventative Maintenance/Inspections—\$60,000 (incl. tax). | | OPR 2019-0959
PW ITB 5101-19 |
| | b. Preventative Maintenance/Inspections on Bridge Cranes—\$100,000 (incl. tax).
Chris Averyt | | OPR 2019-0960
PW ITB 5105-19 |
| 10. | Master Security Service Contract with Starplex Corporation (Spokane, WA), a division of Crowd Management Services (CMS), to provide security services at various City locations, on an as-needed basis, for various City Departments—\$350,000 annually. (Various Neighborhoods)
David Steele | Approve | OPR 2019-0961
RFP 5088-19 |
| 11. | Grant from the Washington Traffic Safety Commission to assist the DUI Court participants with the cost of random urinalysis testing, and the department with supplies and training—\$67,000 Revenue. (Relates to Special Budget Ordinance C35835)
Seth Hackenberg | Approve | OPR 2019-0962 |

- | | | |
|---|------------------------------------|---------------|
| 12. Memorandum of Understanding between the City and James E. Chase Youth Commission and Chase Youth Foundation to provide supplemental funding for Chase Youth Commission services from January 1, 2020 through December 31, 2024—\$45,000 for the 2020 calendar year.
Karin Janssen | Approve | OPR 2019-0963 |
| 13. Contracts for operational support and services from January 1, 2020, to December 31, 2024, with: | Approve
All | |
| a. Northeast Community Center—\$125,905. | | OPR 2019-0964 |
| b. Southwest Community Center—\$37,101. | | OPR 2019-0965 |
| c. West Central Community Center—\$111,940. | | OPR 2019-0966 |
| Karin Janssen | | |
| 14. Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| 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 \$_____. | | CPR 2019-0002 |
| b. Payroll claims of previously approved obligations through_____, 2019: \$_____. | | CPR 2019-0003 |
| 15. 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)

NO BOARDS AND COMMISSIONS 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

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35835 amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Miscellaneous Grant Fund**FROM: Department of Transportation, \$67,000;****TO: Various Accounts, same amount.**

(This action accepts the 2019 DUI Candidate Court Grant from DOT passed thru from the Washington Traffic Safety Commission.)

(Relates to Consent Agenda Item No. 11.)

Seth Hackenberg

NO EMERGENCY ORDINANCES**RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0099 Declaring TabWare Asset Management System as a Sole Source for use
OPR 2014-0732 in the City's Waste To Energy Facility and authorizing staff to negotiate
and execute a contract with AssetPoint, LLC from November 15, 2019
through November 14, 2021—\$65,406.82 (incl. tax).

Michael Sloon

ORD C35818 Vacating a portion of unused right-of-way southeast of the intersection
of Cedar Road and Cheney-Spokane Road, as requested by Molly
Kingston. (First Reading held October 7, 2019)

Eldon Brown

ORD C35832 Relating to the adjustment of the City of Spokane's Business
Registration Fee; amending SMC 8.02.0206.

Jake Hensley

ORD C35833 (To be considered under Hearings Item H2.)

ORD C35843 Updating the annual City of Spokane property tax levy for 2020.

Paul Ingiosi

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35836 Granting a non-exclusive franchise to use the public right of way to
provide noncable telecommunication service to the public to Noel
Communications, Inc., subject to certain conditions and duties as
further provided (in the ordinance).

Council President Stuckart

ORD C35837 Concerning utility fee credits for specific classes of utility accounts in
the City of Spokane; amending sections 13.11.020, 13.12.020, and
13.12.050; and adopting a new Chapter 13.13 of the Spokane Municipal
Code, and declaring an emergency.

Council Member Burke

Comprehensive Plan Amendment Ordinances:

- ORD C35838** Relating to application Planning File Z18-882COMP amending map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 15-30" to "General Commercial" for approximately 0.12 acres described as lot 15, block 57 of the Lidgerwood Addition and amending the zoning map from "Residential Multifamily" (RMF) To "General Commercial" (GC-70).
Kevin Freibott
- ORD C35839** Relating to application Planning File Z18-883COMP and amending map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 15-30" to "Office" for approximately 0.29 acres described as lots 1 and 2 of the subdivision of lot 5 of GH Morgan's Addition and amending the zoning map from "Residential Multifamily (RMF)" to "Office (O-35)".
Kevin Freibott
- ORD C35840** Relating to application Planning File Z18-884COMP and amending map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Office" for approximately 0.85 acres described as lots 10 through 15 of Block 36, Monroe Park Addition and amending the zoning map from "Residential Single Family (RSF)" to "Office (O-35)".
Kevin Freibott
- ORD C35841** Relating to application Z18-958COMP, amending Chapter 3 of the City's Comprehensive Plan to include a new policy encouraging transit supported development in the vicinity of high-performance transit stops in the City of Spokane.
Kevin Freibott
- ORD C35842** Relating to application Z19-002COMP, amending policy LU 1.8, general commercial uses, in Chapter 3 of the Comprehensive Plan as it relates to directing new commercial growth to centers and corridors.
Kevin Freibott

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

- | | | |
|--|---|--------------------------|
| <p>H1. Hearing on Final Reading Ordinance C35833 of the City of Spokane, Washington, adopting a six-year Citywide Capital Improvement Program for the years 2020 through 2025 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.
Paul Ingiosi</p> | <p>Pass Upon
Roll Call
Vote</p> | <p>ORD C35833</p> |
|--|---|--------------------------|

- | | | |
|---|--|----------------------|
| H2. Continuation of Hearing on 2020 Proposed Budget.
(Continued from November 4, 2019)
Paul Ingiosi | Hold Hrg.
Then
Continue to
11/18/19 | FIN 2019-0001 |
|---|--|----------------------|

Motion to Approve Advance Agenda for November 11, 2019
(per Council Rule 2.1.B)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The November 11, 2019, Regular Legislative Session of the City Council is adjourned to November 18, 2019.

NOTES



Agenda Sheet for City Council Meeting of:
11/11/2019

Date Rec'd	10/30/2019
Clerk's File #	OPR 2019-0954
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	DR1292

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	RAYLENE GENNETT 625-7909
Contact E-Mail	RGENNETT@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF SERVICE TRUCK BODY

Agenda Wording

Fleet Services would like to purchase a Service truck for the Wastewater Maintenance Department. The body of the Service Truck will be purchased from Freightliner, Spokane, WA, for \$55,079.99 including tax. Purchase will be made using Bid 4401-17.

Summary (Background)

The Body for the Service Truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Body for the Service Truck for the Wastewater Maintenance Department. Funding for this is included in the Wastewater Maintenance budget.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 55,079.99	# 4330-43354-94000-56404-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	PAINE, DAVID
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session</u>	10/28/2019
<u>Other</u>	

Distribution List

mmartinez, dpaine, sjohnson

Additional Approvals

<u>Purchasing</u>	
<u>WASTEWATER MANAGEMENT</u>	KEGLEY, DANIEL

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Body for Service Truck
Date:	November 4, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Service truck for the Wastewater Maintenance Department. The body of the Service Truck will be purchased from Freightliner, Spokane, WA, for \$55,079.99 including tax. Purchase will be made using Bid 4401-17.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Body for the Service Truck will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of the Body for the Service Truck for the Wastewater Maintenance Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Wastewater Maintenance budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



FREIGHTLINER
of HAWAII

QUOTATION

Quote Number: SB00033

Page 1 of 3

CONTACT: Larry Parrott
ADDRESS: 10310 West Rainbow Rd
Spokane WA 99224

PHONE: (888)7440390
FAX/Email: larry.parrott@freightlinernw.com

Quote Number: SB00033

Quote Rev: 0

Quote Date: 10/8/2019

Quote valid until: 11/7/2019

Make: FORD	Model: F-550	Year: 2019	GVWR: 19500	Single/Dual: DRW
CA / CT: 84.0 /	Fuel Type: DIESEL	4X2 / 4X4: 4X4	Trans: AUTOMATIC	Cab Type: REGULAR

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	IMT DSC20 11' right and left raised front crane body installed as follows: <ul style="list-style-type: none">- 132" long x 94" wide x 44" tall- 50" wide cargo area- 22" deep compartments- 60" right and left first two vertical raised compartments- 14" tread plate bumper- 2" receiver hitch rated at 2,000 lb. tongue weight, 16,000 lb. trailer weight, includes (2) safety chain loops- 7-way trailer plug socket, flat- (6) recessed cargo tie-downs- Galvannealed steel construction- Inverted "A" frame understructure- Powder coat finish 3-point, locking rotary T-handle door latches- Stainless steel door hinges- Gas shock door retainers- (2) rear grab handles- Back-up alarm- Fully undercoated- LED lights- Mudflaps- (1) fuel spout- Painted urethane, white		
1	DOM I mounting kit for 11' bodies		
1	Custom Canopy per customer spec installed: <ul style="list-style-type: none">- Double rear barn doors- (1) window on each side of canopy- 3 point latches to match body- LED compartment lighting- White speed liner to interior of canopy- Painted white exterior		
1	Plumb urea system to the urea pocket		



FREIGHTLINER
of HAWAII

QUOTATION

Quote Number: SB00033

Page 2 of 3

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Ford Super Duty diesel exhaust extension to bring exhaust out beyond the body		
2	(2) Adjustable shelf installed in LV1		
2	(2) Adjustable shelves installed in LV2		
1	(1) Adjustable shelf installed in LH		
2	(2) Adjustable shelves installed in LR		
1	(2) Oxy/Acetylene bottle holders installed in RV1 compartment		
1	60" compartment divider with (3) adjustable shelves in RV1		
2	(2) Adjustable shelves installed in RV2		
1	(1) Adjustable shelf installed in RH		
1	Wilton 6-1/2" Tradesman vise installed on rear vise plate		
1	LED compartment light strips in all compartments for a DSC 11' RRF/LRF crane body - High intensity LED light strips mounted on each side of the compartment - Controlled by IMT switch panel		
1	(2) 12v LED flood lights installed on rear of the body on mounting bracket - 40W LED Flood lights		
1	Ecco 7660A 6" LED beacon light class I installed as follows: - Weld mounting plate to cabguard - Wire to existing upfitter switch in cab		
1	Samlex 3000w inverter installed as follows: - Mounted in LV1 compartment - 3000 watt output power - Pure sine wave output - Temperature controlled cooling fan - Remote on/ off switch for the inverter		
1	(2) deep cycle batteries installed in LV1 compartment		
2	(2) 110v GFI electric outlets on street side rear of body wired to inverter with weatherproof cover		
1	Speed Liner 1000 white, front of body		
1	Speed Liner 1000 black, cargo area floor and tailgate		
1	Speed Liner 1000 black, cargo area sides		



QUOTATION

Quote Number: SB00033-

Page 3 of 3

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	DSC20 11' right and left raised front body master lock system - Factory installed		
1	Install Ford Factory Backup Camera (Applicable when installing OEM camera)		
1	Install Buyer model 8894047 LED dual functional warning lightbar - Mount above door on canopy roof		
1	Fabricate aluminum workbench shelf across front of body - Maximum 36" wide		

Quote Sub-Total	\$48,170.00
Model Year Escalator (5%)	\$2,408.50
Adjusted Sub-Total	\$50,578.50
Sales Tax (8.9%)	\$4,501.49
Grand Total	\$55,079.99



Agenda Sheet for City Council Meeting of:
11/11/2019

Date Rec'd	10/30/2019
Clerk's File #	OPR 2019-0955
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	DR1291

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	RAYLENE GENNETT 625-7909
Contact E-Mail	RGENNETT@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF SERVICE TRUCK CHASSIS

Agenda Wording

Fleet Services would like to purchase a Service truck for the Wastewater Maintenance Department. The Service Truck Chassis will be purchased from Columbia Ford, Longview, WA, for \$59,967.96 including tax.

Summary (Background)

Purchase will be made using WA State Contract #05916. The Chassis for the Service Truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Chassis for the Service Truck for the Wastewater Maintenance Department. Funding for this is included in the Wastewater Maintenance budget.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	59,967.96		#	4330-43354-94000-56404-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		PAINE, DAVID		<u>Study Session</u>	10/28/19
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY		<u>Distribution List</u>	
<u>Legal</u>		PICCOLO, MIKE		mmartinez, dpaine, sjohnson	
<u>For the Mayor</u>		ORMSBY, MICHAEL			
<u>Additional Approvals</u>					
<u>Purchasing</u>					
<u>WASTEWATER MANAGEMENT</u>		KEGLEY, DANIEL			

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Chassis for Service Truck
Date:	November 4, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Service truck for the Wastewater Maintenance Department. The Chassis of the Service Truck will be purchased from Columbia Ford, Longview, WA, for \$60,847.09 including tax. Purchase will be made using Washington State Contract #05916.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Chassis for the Service Truck will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of the Chassis for the Service Truck for the Wastewater Maintenance Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Wastewater Maintenance budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Friday, October 25, 2019 10:13 AM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-10-547 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2019-10-547 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	Dealer Contact: Marie Tellinghiusen
Dealer: Columbia Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 187
700 7th Avenue	Dealer Email: orders@colford.com
Longview WA 98632	

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org
Quote Notes: Wastewater Unit 428914
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0914-0001	2020 Ford F550 4WD Cab and Chassis	1	\$37,018.00	\$37,018.00
2020-0914-0002	INFORMATION ONLY: Columbia Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2020-0914-0003	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS. (#1000-1999 Allied Body Works) (#2000-2999 PMI Truck Bodies) (#3000-3999 Northend Truck Equipment). Do not mix-n-match upfit options between upfitters. All upfits must be ordered from ONE (1) upfitter.	1	\$0.00	\$0.00
2020-0914-0010	2020 Ford F550 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 18,000# GVWR, 7.3L 2V DECVT NA V8 Gas, 10-Speed Automatic w/ Selectable Drive Modes, 225/70R19.5G BSW A/P Tires (Set/6), 4.88 RAR (F5H/660A/145WB/99N/44G/TGJ/X48) -- THIS IS THE BASE VEHICLE, please review Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2020-0914-0015	Alternative Wheelbase, Extended Cab, 192WB, 84CA, 18,000# GVWR (X5H/192WB)	1	\$2,874.00	\$2,874.00
2020-0914-0020	GVWR Maximum (19,500# GVWR, 4.88 RAR with Limited Slip, High-Capacity Trailer Tow Package) (Increases GCW from 31,000 Lbs to 40,000 Lbs) (Only available with Diesel Engine)(68M/X8L/535)	1	\$2,001.00	\$2,001.00

2020-0914-0021	Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift 10-Speed automatic w/ Selectable Drive Modes and Transmission Power Take-Off Provision (PTO) (Includes 4.10 RAR, Dual 750CCA Batteries, 220-AMP Alternator, Intelligent Oil Life Monitor) (18,000# GVWR) (99T/44G/62R/X41)	1	\$8,910.00	\$8,910.00
2020-0914-0029	Upfitter Interface Module (18A)	1	\$283.00	\$283.00
2020-0914-0030	Utility Lighting System (LED Side Mirror Spotlights) (Must also order Power Equipment Group #90L/54K) (63A)	1	\$154.00	\$154.00
2020-0914-0031	110V/400W Outlet (1) (includes one in-dash mounted outlet) (to be ordered w/ 40/20/40 seating) (If ordering w/ 6.7L Diesel Engine, includes 332-Amp Dual Alternators #67A) (43C/67A)	1	\$167.00	\$167.00
2020-0914-0042	Operator Commanded Regeneration (OCR) with Active Regeneration Inhibit (Only Available with diesel)(98R)	1	\$240.00	\$240.00
2020-0914-0046	Tires: XL/XLT (all cabs) 225/70Rx19.5G BSW Traction (4WD Only) (includes 4 traction tires on the rear and 2 traction tires on the front) (Not recommended for over the road applications; could incur irregular front tire wear and/or NVH) (If spare tire option is also ordered, spare tire will be matching traction tire) (TGK)	1	\$205.00	\$205.00
2020-0914-0048	Front Wheel Well Liners (factory) (61L)	1	\$172.00	\$172.00
2020-0914-0050	Trailer Brake Controller (verified to be compatible with electronic actuated drum brakes only, includes Smart Trailer Tow Connector) (N/A with Trailer Brake Wiring Kit #531)(52B)	1	\$259.00	\$259.00
2020-0914-0061	Cab Steps, Extended or Crew Cab (6in Angular Black Running Boards)(18B)	1	\$426.00	\$426.00
2020-0914-0062	Cruise Control (52S)	1	\$225.00	\$225.00
2020-0914-0063	Daytime Running Lights (replaces standard on/off configuration) (942)	1	\$43.00	\$43.00
2020-0914-0064	Engine Block Heater (41H)	1	\$96.00	\$96.00
2020-0914-0065	Backup Alarm (76C)	1	\$134.00	\$134.00
2020-0914-0067	Power Equipment Group (Regular/Extended Cabs) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass and integrated clearance lamps/turn signals, power windows, power door locks, remote keyless entry) (Includes (4) RKE Fobs w/ Integrated Key) (deletes passenger door lock cylinder) (90L/54K)	1	\$1,190.00	\$1,190.00
2020-0914-0073	Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (872) (Info: Upfitters offer rearview camera installation option with body orders)	1	\$396.00	\$396.00
2020-0914-0199	Warranty, Delayed Start (End-User submits request at www.fordwsd.com)	1	\$0.00	\$0.00
2020-0914-0206	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00
2020-0914-0207	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$100.00	\$100.00
2020-0914-0211	Service Manual, CD (DLR)	1	\$221.00	\$221.00
2020-0914-0212	Service Wiring Diagram, Paper (DLR)	1	\$87.00	\$87.00

Quote Totals

Total Vehicles: 1
Sub Total: \$55,321.00
8.4 % Sales Tax: \$4,646.96



Agenda Sheet for City Council Meeting of:
11/11/2019

Date Rec'd	10/29/2019
Clerk's File #	OPR 2014-0760
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	BT
Agenda Item Name	0650 - BROWNFIELDS PROGRAM GRANT AWARD FOR U-DISTRICT COALITION

Agenda Wording

This Contract Amendment/Extension with STANTEC CONSULTING SERVICES, INC. for the additional amount of \$548,800.00 implements the recently awarded EPA grant of 600,000 accepted by City Council 10/28/2019 OPR2019-0914.

Summary (Background)

This Contract Amendment/Extension with STANTEC CONSULTING SERVICES, INC. for the additional amount of \$548,800.00. The Amendment implements the recently awarded EPA grant of 600,000 accepted by City Council 10/28/2019 OPR2019-0914. The Assessment Grant for the University District Coalition enables us to carry out environmental due diligence and remedial investigation on private and public properties where development is likely or encouraged.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 548,800.00	# 1360 94170 58620 54201 99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	TRAUTMAN, HEATHER
<u>Division Director</u>	DUVALL, MEGAN

Council Notifications

<u>Study Session</u>	
<u>Other</u>	Urban Experience 6/10/19

<u>Finance</u>	ORLOB, KIMBERLY
-----------------------	-----------------

Distribution List

<u>Legal</u>	RICHMAN, JAMES	sstopher@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	tstripes@spokanecity.org

<u>Additional Approvals</u>	korlob@spokanecity.org, cbrazington
------------------------------------	-------------------------------------

<u>Purchasing</u>	htrautman@spokanecity.org
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<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY	tblack@spokanecity.org
--	----------------	------------------------

		sbishop@spokanecity.org
		tsanders@spokanecity.org



City of Spokane

CONTRACT AMENDMENT

Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants

This Contract Amendment/Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES, INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201-2181 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for, but not limited to the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. EPA Brownfields Grant Competition; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 31, 2014 and December 18, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment/Extension shall become effective on September 1, 2017 and run through September 30, 2022

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include that which is outlined in Appendix A.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIVE HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$548,800.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this

Amendment/Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Appendix A - Amended Scope of Work

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)	<p>Strategic Key Advancement of:</p> <p>Strategies and Tactics:</p> <ul style="list-style-type: none"> Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets <p>Expected Outcomes:</p> <ul style="list-style-type: none"> 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 <p>Comprehensive Plan, Charter 7 Economic Development:</p> <p>ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial</p> <ul style="list-style-type: none"> Property is available for economic development activities. <p>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.</p> <p>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.</p> <ul style="list-style-type: none"> ED 7.4 Tax Incentives for Land Improvement <i>Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.</i> ED 7.5 Tax Incentives for Renovation

	<i>Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated residential and commercial properties and buildings for new economic activity.</i>
Strategic Initiative:	See above Alignment with Urban Edge
Deadline:	July 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	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"). 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.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Completed in December 2018 (at a cost of \$15.4M), the University District Gateway Bridge spans the BNSF railroad corridor, providing connectivity for pedestrian and bike traffic to the institutions of higher education to the north. Additionally, at the South Landing of the bridge, construction is underway on the Catalyst Building. The five-story 159,000 sq. ft. Catalyst is the anchor in a planned innovation hub, where industry and academia will partner to foster innovation and collaboration. With these (and numerous other) investments, the District is poised for a new era of rapid revitalization, however, environmental impacts associated with the large number of brownfields must be mitigated to reach the District's full potential. With incredible successes that include Kendall Yards and Riverfront Park (major brownfield redevelopments neighboring the District), the City has built one of the most sustainable Brownfields Redevelopment Programs in Region 10. To accomplish its goals, the program continues to rely on an array of EPA and state brownfield grants to enhance local funding sources and stimulate public-private partnerships.</p>	
<p><u>Executive Summary:</u></p> <p>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 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.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: ORD amendment</p> <p>Known challenges/barriers:</p>	

APPENDIX A

Scope of Work

Scope of Work

Stantec previously completed the grant application services phase of the project in accordance with the City of Spokane's (City) contract OPR 2014-0760 between December 2018 and August 2019, at no cost to the City. Future grant writing services under contract OPR 2014-0760 have now expired. This scope of work is limited to implementation of the most recent June 2019 award from the EPA to the City (a \$600,000 EPA Brownfield Assessment Coalition Grant) in addition to the completion of the Northbank Development Area Cleanup Grant for Riverfront Park implemented under the October 2017 Contract Amendment.

The scope of work for implementation of the grant has been further defined in the attached Cooperative Agreement (CA) Work Plan, submitted June 20, 2019 and revised on July 18, 2019 and finalized on July 22, 2019. The additional scope of work for this award consists of the following 4 main tasks:

Task 1 – Project Management, Reporting & Other Eligible Program Activities

Task 2 – Community Engagement

Task 3 – Site Inventory, Prioritization, & Eligibility

Task 4 – Environment Site Assessments & Cleanup/Reuse Planning

As part of the grant implementation services, the City requests that Stantec perform the ACRES entries and updates and drafting quarterly reports for the City's approval and submittal to the EPA.

Preliminary Cost Estimate

As discussed in the CA Work Plan, the total amount of contractual services has been established as \$548,800 for the tasks described above. A preliminary cost estimate for each of the subtasks is as follows:

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$12,000	\$12,000	\$24,000
Task 2 - Community Engagement	\$3,600	\$3,600	\$7,200
Task 3 - Site Inventory, Prioritization & Eligibility	\$16,500	\$5,100	\$21,600
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$386,000	\$110,000	\$496,000
Total Amount	\$418,100	\$130,700	\$548,800

Schedule and Costs

Although the cost for tasks can be highly variable depending on the complexity of the project, typical costs for the following are given:

- Eligibility Determinations (EDs): \$750 to \$1,300
- Phase I Environmental Site Investigation (ESAs): \$5,500 to \$8,500
- Phase II ESAs: \$32,000 to \$45,000
- Site-Specific Cleanup & Reuse Plans: \$7,500 to \$12,500

As discussed in Appendix B, implementation services will be performed on a time and

materials basis not to exceed the contract budget amount. The scope of work will be further defined on an ongoing basis as the project progresses.

**BROWNFIELDS COALITION ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN**

FOR

Spokane Brownfields Assessment Coalition

Anticipated Project Period:

October 1, 2019 to September 30, 2022

Submitted on:

June 20, 2019 (Draft Work Plan)
July 18, 2019 (Revised Draft Work Plan)
July 22, 2019 (Final Work Plan)

Submitted by:

Teri Stripes, Assistant Planner (Brownfields Project Director)
City of Spokane, Planning and Development Services
808 W Spokane Falls Boulevard, Spokane WA 99201
Phone: 509.625.6597
Fax: 509.625.6013
Email: tstripes@spokanecity.org
Website: <https://my.spokanecity.org/>

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1.0 INTRODUCTION

1.1 Project Description, Goals & Objectives

The United States Environmental Protection Agency (EPA) selected a Coalition led by the **City of Spokane** (referred to as “the City”) as a recipient of Fiscal Year 2019 (FY19) Brownfield Assessment Grant funding in the amount of \$600,000 (\$450,000 for hazardous substances and \$150,000 for petroleum) to be used within a three-year period. The City’s Coalition members include the **University District Public Development Authority (UDPDA)**, **Washington State University (WSU) Health Sciences Spokane**, **Gonzaga University** and the **Empire Health Foundation**.

The Coalition partners are working to strengthen the local economy by redeveloping brownfield properties in and around the University District (referred to as the “District” or “target area”) consisting of 770 acres along the Spokane River. Grant funding will allow the Coalition to develop a Brownfield Site Reuse and Revitalization Program (referred to as the “Project”) which will begin with an inventory of sites throughout the target area with an emphasis on high-priority redevelopment areas that include the North Subarea, Central Subarea and South Subarea within the District. The Coalition may also examine sites outside of the target area but within the City’s jurisdiction, if appropriate, to further local economic goals.

The Coalition will engage the community throughout the Project to prioritize revitalization opportunities in accordance with established community plans and objectives. The Project will include assessment activities at priority brownfield sites, including Phase I Environmental Site Assessments (ESAs) at up to 14 sites and Phase II ESAs at up to 8 sites (which may include Regulated Building Materials [RBM] Surveys for up to 5 sites). The project will also include preparation of site-specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) for up to 6 sites and site-specific reuse plans for up to 4 sites.

1.2 Organizational Structure & Responsibilities

In the following sections we describe the roles and responsibilities of key personnel and organizations supporting this project.

1.2.1 Key Personnel

The Coalition will be led by the City with support from its partners (UDPDA, WSU, Gonzaga University and Empire Health Foundation). The City will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The City will establish a Memorandum of Agreement (MOA) with the Coalition members during the summer/fall of 2019. The City will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project.

Contact information for key personnel is provided in the following table.

Personnel Name & Title	Agency	Contact Info
Teri Stripes <i>Assistant Planner</i>	City of Spokane, Planning & Development Services Department	Phone: 509-625-6597 Email: tstripes@spokanecity.org
Lars Gilberts <i>Chief Executive Officer</i>	University District Public Development Authority	Phone: 509-255-8093 Email: lgilberts@spokaneudistrict.org
Jon Schad <i>Director of Facilities Operations</i>	Washington State University (WSU) Health Sciences Spokane	Phone: 509-358-7991 Email: schad@wsu.edu
Charles ("Chuck") Murphy <i>Chief Strategy Officer</i>	Gonzaga University	Phone: 509-313-6140 Email: murphyc@gonzaga.edu
Christina Kamkosi <i>Program Associate</i>	Empire Health Foundation	Phone: 509-919-3042 Email: christina@empirehealthfoundation.org

1.2.2 Regulatory Agencies

The Coalition will work closely with the EPA and the Washington Department of Ecology (Ecology) to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The Coalition will coordinate with EPA and Ecology to establish site eligibility and enroll hazardous substance and petroleum brownfield sites in appropriate cleanup programs. The Coalition will coordinate with Ecology and EPA (as needed) for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents. Ecology will provide review and approval of ABCAs/RAPs for sites requiring cleanup.

1.2.3 Consultant Team

The Coalition routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications and evaluation and/or bidding process. In advance of the grant application, the City undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The City solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel of staff from the City reviewed the proposals and selected the most qualified consultant

team. In the fall of 2014 a team led by Stantec Consulting Services Inc. (“the Consultant”) was selected to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.

The original procurement was reviewed by our Director of Grants, Contracts and Purchasing. The original 2014 contract was procured using a competitive qualifications-based process. The procurement requirements for A&E and non-A&E contracts differ in the need for using price as a factor. It is our interpretation that due to the majority of the work of this consultant being engineering work, that the appropriate procurement method is that of a qualifications based RFQ, as the qualifications of the firm to provide this specialized engineering work was critical to the needs of the project. The original procurement meets the current requirements of this method as detailed in 2 CFR 200. It also meets all current State and City procurement requirements.

1.2.4 Brownfield Advisory Committee (BAC)

The Coalition has received commitment from community stakeholders for participation on a BAC. The BAC will serve as the Project steering committee and will be comprised of representatives from each Coalition partner, community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

1.2.5 Summary of Roles and Responsibilities by Project Task

Brownfield assessment funding from EPA will be used to cover the costs of activities in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the Project will be carried out by Teri Stripes. The Consultant will provide technical assistance and EPA and Ecology will provide technical oversight.

An overview of the Project tasks and lead entities for each task is provided below.

- **Task 1 - Project Management, Reporting & Other Eligible Program Activities:** This task will be carried out by the City with assistance from the Consultant.
- **Task 2 – Community Engagement:** This task will be carried out by the Coalition with assistance from the BAC and Consultant.
- **Task 3 - Site Inventory, Prioritization & Eligibility:** This task will be facilitated by the Consultant with assistance from the Coalition and BAC. The Coalition and BAC will develop the site prioritization criteria and approve the prioritization process. Eligibility Determination (ED) requests for use of hazardous substances grant funds will be submitted to EPA for review and concurrence. ED requests for use of petroleum grant funds will be submitted to Ecology for determination of petroleum eligibility and then submitted to EPA for review and concurrence.
- **Task 4 - Environmental Site Assessments & Site Cleanup/Reuse Plans:** This task will be carried out by the Consultant with assistance from the Coalition.

1.3 Project Outputs & Outcomes

1.3.1 Project Outputs

The Coalition will inventory and assess hazardous substance and petroleum brownfields within the community to catalyze cleanup and revitalization of priority sites. The Coalition anticipates specific outputs to include the following:

Task 1 – Project Management, Reporting & Other Eligible Program Activities

- Establish Memorandum of Agreement (MOA) with Coalition partners.
- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Update property profiles in Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, Federal Financial Report (FFR), and Project Close-Out Report.

Task 2 – Public Involvement

- Coordinate and conduct meetings with the BAC (a minimum of 6 meetings), general public (a minimum of 4 meetings), and individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to). (A minimum of 3 rounds of advertising to correspond with meetings at the beginning, middle, and end phases of the project).
- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Develop and regularly update a Project-specific webpage.

Task 3 – Site Inventory, Prioritization & Eligibility

- Complete an inventory of potential brownfield sites in the target areas.
- Incorporate portions of the inventory into existing GIS database(s) maintained by the City. Inventory data will be provided by the Consultant in a format that can be incorporated into these databases for use as a long-term planning tool.
- Work with the BAC to develop ranking criteria and process for site prioritization efforts.
- Prioritize sites for assessment and/or cleanup planning activities.
- Prepare site-specific eligibility determination (ED) requests for priority sites for submittal to EPA (hazardous substance sites) and/or Ecology (petroleum sites).

Task 4 – Environmental Site Assessments & Site Cleanup/Reuse Plans

- Obtain Access Agreements for sites prioritized for Phase I ESAs.
- Develop one comprehensive Master Quality Assurance Project Plan (QAPP) that addresses both hazardous substances and petroleum sites.
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare ESA Section 7 and NHPA 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-13 at up to 14 high priority brownfield sites (~10 hazardous substance sites and ~4 petroleum sites).
- Complete Phase II ESA and/or supplemental assessment activities at up to 8 high priority brownfield sites (~6 hazardous substance sites and ~2 petroleum sites).
- Complete Regulated Building Materials (RBM) Surveys at up to 5 high priority brownfield sites (~5 hazardous substance sites and 0 petroleum sites).
- Prepare site-specific Analysis of Brownfield Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) for up to 6 high-priority brownfields sites (~5 hazardous substance sites and ~1 petroleum site).
- Prepare site-specific reuse plans for up to 4 high-priority brownfields sites (~3 hazardous substance sites and ~1 petroleum site).

1.3.2 Project Outcomes

Grant funding will allow the Coalition to build a Brownfield Site Reuse and Revitalization Program. The Coalition will develop the organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; spurring private investment and creating jobs through development projects on brownfield sites; and reducing threats to human health and the environment.

The following types of potential outcomes will be tracked on a quarterly basis for sites where EPA grant funds are used:

- Number of potential brownfield sites identified/prioritized for assessment and/or clean-up planning activities.
- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of sites and acres for which remedial planning is performed.
- Numbers of sites for which property title transfers are facilitated.
- Acres of land redeveloped and square footage of buildings positioned for adaptive reuse.
- Acres of parks or green space created.
- Amount of additional public and private investment leveraged.
- Amount of other funding leveraged.
- Number of jobs created or retained.
- Number of community meetings held.

2.0 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task as well as a detailed breakdown of the budget associated with each task. The budget includes average hourly rates of \$150/hour for contractual services and \$40/hour for City personnel labor and \$20/hour for City personnel fringe benefits. Additional budget information is provided in Section 4.2

2.1 Task 1: Project Management, Reporting & Other Eligible Activities

2.1.1 Project Management & Reporting Activities

Objective: Manage the Project in accordance with EPA requirements and CA terms and conditions.

Activities: EPA compliance reporting, ongoing meetings with EPA and the consultant, and overall project management (e.g. maintain budget, schedule, etc.).

Lead: The Coalition with support from the Consultant.

Milestones, Deliverables & Schedule:

- Summer 2019: Establish MOA with Coalition partners.
- The Brownfields Project Director (Teri Stripes) will coordinate grant activities with the Consultant and BAC and will serve as the liaison to Ecology, EPA and other stakeholders.
- Records will be created and maintained (in the City's Planning and Development Services Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- Federal Financial Report (FFR) and Disadvantaged Business Enterprises (DBE/MBE/WBE) Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A final Project Close-Out Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final report will contain the same information as

the Quarterly Progress Reports but will cover the entire Project period. In addition, the final performance report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

2.1.2 Task 1 Budget Detail

Task 1 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
Contractual	--	--	--	--	--	--
Project Management & Client Meetings	\$150/hour	20 hours	\$3,000	20 hours	\$3,000	\$6,000
Compliance Reporting	\$150/hour	60 hours	\$9,000	60 hours	\$9,000	\$18,000
Personnel Labor	--	--	--	--	--	--
Project Management & Coalition Meetings	\$40/hour	50 hours	\$2,000	20 hours	\$2,000	\$4,000
Reporting	\$40/hour	50 hours	\$2,000	20 hours	\$2,000	\$4,000
Personnel Fringe Benefits	--	--	--	--	--	--
Project Management & Coalition Meetings	\$20/hour	50 hours	\$1,000	50 hours	\$1,000	\$2,000
Reporting	\$20/hour	50 hours	\$1,000	50 hours	\$1,000	\$2,000
Travel	--	--	--	--	--	--
National Brownfields Conference/Training	\$1,200/event	2 persons	\$2,400	2 persons	\$2,400	\$4,800
Regional Brownfields Conference/Training	\$800/event	2 persons	\$1,600	2 persons	\$1,600	\$3,200
Total	--	--	\$22,000	--	\$22,000	\$44,000

2.2 Task 2: Community Engagement

2.2.1 Community Outreach & Involvement Activities

Objective: Ensure community concerns are considered and inform assessment planning and execution.

Activities: A robust engagement process will be initiated upfront to engage the community and gather input to guide short- and long-term program goals and objectives. Ongoing Brownfield Advisory Committee (BAC) meetings (minimum of 2 per year) and public meetings (minimum of 2 per year) will be hosted. Targeted outreach and individual meetings with stakeholders and property owners will also be conducted on an ongoing basis. Community outreach meetings will also include visioning exercises (such as design charrettes) to inform a common redevelopment strategy and implementation plan in support of Area-Wide Planning (AWP) activities.

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Convene the BAC.
- Coordinate and conduct at least 6 meetings with the BAC, 6 public meetings/workshops, and individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.
- Prepare and make publicly available a Site Nomination Form to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

Estimated Submittal/Completion Dates:

- Summer/Fall 2019: Develop Site Nomination Form and Site Prioritization Criteria.
- January 2020: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). Host public kick-off meeting/open house. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

Note: The meeting dates provided above are estimates and may change to coordinate BAC and/or public meetings with other relevant project meetings hosted by the Coalition.

2.2.2 Project Updates & Other Public Information Activities

Objective: Ensure the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

Activities: Develop and maintain project webpage. Develop project fact sheets and informational materials specific to community members and property owners. Prepare press releases and articles announcing project activities and upcoming meetings. Prepare and publish public notices to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to)

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Project webpage will be developed and updated throughout the life of the Project. The webpage will be hosted on the City's website.

- Fact sheets (specific to property owners and the general public) will be prepared and distributed at the beginning of the Project. The fact sheets will be made available on the project webpage and updated throughout the project (as appropriate).
- A Process Guide will be prepared to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the project webpage.

Estimated Submittal/Completion Dates:

- Summer 2019: Publish article/press release announcing EPA grant award.
- Summer/Fall 2019: Develop Project fact sheets for community members and property owners. Develop Process Guide for property owners. Develop Project webpage content.
- Winter 2019/2020: Publish Project webpage on City's website.

2.2.3 Task 2 Budget Detail

Task 2 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
Contractual	--	--	--	--	--	--
BAC & Public Meetings	\$150/hour	14 hours	\$2,100	14 hours	\$2,100	\$4,200
Project Fact Sheets & Webpage Content	\$150/hour	10 hours	\$1,500	10 hours	\$1,500	\$3,000
Personnel Labor	--	--	--	--	--	--
BAC & Public Meetings	\$40/hour	25 hours	\$1,000	25 hours	\$1,000	\$2,000
Project Fact Sheets & Webpage Content	\$40/hour	25 hours	\$1,000	25 hours	\$1,000	\$2,000
Personnel Fringe Benefits	--	--	--	--	--	--
BAC & Public Meetings	\$20/hour	25 hours	\$500	25 hours	\$500	\$1,000
Project Fact Sheets & Webpage Content	\$20/hour	25 hours	\$500	25 hours	\$500	\$1,000
Total	--	--	\$6,600	--	\$6,600	\$13,200

2.3 Task 3 – Site Inventory, Prioritization & Eligibility

2.3.1 Site Inventory & Prioritization Activities

Objective: Build a GIS-based comprehensive inventory of potential brownfield sites in the target area as a foundation for identifying priority cleanup and redevelopment opportunity sites, reaching out to property owners, and selecting sites for assessment and/or cleanup planning activities. The data will be integrated with City databases to better relate the presence of brownfields to various economic impacts and/or health data and to serve as a long-term planning tool.

Activities: The following activities may be completed as part of the inventory:

- Identify environmental records for all sites in the target areas listed in EPA, Ecology and/or local environmental databases;
- Review select City, County and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, Loopnet, assessors data, and sites identified in recent plans and studies);
- Review available historical Sanborn Fire Insurance Maps, aerial photographs, topographic maps, city directories and/or other sources of information to identify historic sites which have a significant potential for impacts;
- Survey local real estate industry representatives for information on sites in the target areas;
- Conduct tours/inspections throughout the target areas to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies; and
- Review other State and County records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria will be analyzed when prioritizing sites:

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;
- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;

- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

Lead: The Consultant will lead the inventory and prioritization activities with support from the Coalition and the BAC.

Milestones & Deliverables:

- GIS-based comprehensive inventory of potential brownfield sites within the target area. The inventory will include a description of historical site use(s), RECs/contaminants of concern, and property status (vacant, underutilized, etc.).
- GIS maps of potential brownfields sites, as needed, for planning and property redevelopment marketing.
- Brownfield inventory report documenting inventory and prioritization methods.

Estimated Submittal/Completion Dates:

- Winter 2019: Initial inventory and ranking completed (to be updated throughout Project).

2.3.2 Site Eligibility Determination (ED) Request Activities

Objective: The Consultant will prepare ED requests for sites prioritized for assessment and/or cleanup planning activities.

Activities: Prior to initiating any site-specific work, site ED requests will be submitted to the EPA Project Officer using the supplied eligibility outline worksheet. Site eligibility will be reviewed and concurred on by the EPA Project Officer (for both petroleum and hazardous substance sites). As part of the ED process for petroleum contaminated sites, information will first be submitted for review by Ecology to obtain a petroleum determination letter to submit to EPA for concurrence.

Lead: The Consultant with assistance from the Coalition.

Milestones and Deliverables: Deliverables include completed/approved ED forms.

Estimated Submittal/Completion Dates: ED requests will be submitted to EPA and Ecology throughout the grant period. The first ED request is estimated to be completed in fall/winter of 2019.

2.3.3 Task 3 Budget Detail

Task 3 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
Contractual	--	--	--	--	--	--
Site Inventory & Prioritization	\$150/hour	45 hours	\$6,750	14 hours	\$2,100	\$8,850
ED Requests for Priority Sites	\$150/hour	65 hours	\$9,750	20 hours	\$3,000	\$12,750
Personnel Labor	--	--	--	--	--	--
Site Inventory & Prioritization	\$40/hour	100 hours	\$4,000	30 hours	\$1,200	\$5,200
ED Requests for Priority Sites	\$40/hour	35 hours	\$1,400	15 hours	\$600	\$2,000
Personnel Fringe Benefits	--	--	--	--	--	--
Site Inventory & Prioritization	\$20/hour	100 hours	\$2,000	30 hours	\$600	\$2,600
ED Requests for Priority Sites	\$20/hour	35 hours	\$700	15 hours	\$300	\$1,000
Total	--	--	\$24,600	--	\$7,800	\$32,400

2.4 Task 4 – Environmental Site Assessments & Site Cleanup/Reuse Plans

2.4.1 Phase I ESA Activities

Objective: Evaluate past and current site uses to assess potential for environmental contamination.

Activities: Phase I ESAs will support property transfers and eventual redevelopment, and provide information for evaluating the need for Phase II ESAs and cleanup. The Coalition anticipates conducting Phase I ESAs for up to 14 sites (~10 hazardous substance sites and ~4 petroleum sites).

The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-13. The Coalition will contact site owners and negotiate Access Agreements.

The ACRES database will be updated following completion of each Phase I ESA. A Phase I ESA checklist will also be completed for submittal to EPA.

Lead: The Consultant will lead the Phase I ESA task with assistance from the Coalition for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones and Deliverables: Deliverables include site-specific Health and Safety Plans (HASPs), Phase I ESA checklists, and Phase I ESA reports.

Estimated Submittal/Completion Dates: Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in Winter/Spring 2020.

2.4.2 Phase II ESA Activities

2.4.2.1 Master Quality Assurance Project Plan (QAPP)

Objective: Establish quality assurance/quality control (QA/QC) procedures applicable throughout the life of the grant-funded Project.

Activities: Before beginning Phase II ESA work, both the City and the Consultant will participate in a pre-QAPP conference call with EPA, if required. A draft Master QAPP (i.e. not site-specific) that addresses both hazardous substances and petroleum sites will be prepared and submitted to EPA and Ecology for review and approval. The Consultant will finalize the Master QAPP once EPA and Ecology have reviewed and provided comments on the draft.

For cost savings and efficiency purposes, the comprehensive Master QAPP will be established at the beginning of the project. This approach will provide for ample EPA review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures for both hazardous substances and petroleum sites. The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA. As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

Lead: The Consultant will prepare the QAPP and the City will review the draft prior to submittal to EPA and Ecology.

Milestones & Deliverables: Draft and Final Master QAPP. Annual QAPP Revisions (as needed).

Estimated Submittal/Completion Dates:

- January 2020: Draft Master QAPP submitted to EPA and Ecology for review.
- March 2020: Final Master QAPP completed (pending EPA and Ecology review time).

2.4.2.2 Phase II ESA Activities

Objective: Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment.

The Coalition anticipates conducting Phase II ESAs for up to 8 sites (~6 hazardous substance sites and ~2 petroleum sites) where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities are anticipated to include soil, groundwater, soil vapor, and regulated building materials sampling and analysis, and reporting. As part of Phase II ESA activities, the Coalition also anticipates conducting RBM Surveys for up to 5 sites (~5 hazardous substance sites and 0 petroleum sites).

SAPs and HASPs addressing each property where Phase II ESA work is anticipated will be submitted to EPA and Ecology for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP. Preparing a comprehensive Master QAPP (versus multiple site-specific QAPPs) that is supplemented by SAPs will allow for an efficient document preparation and agency review process; thus reducing project costs and lag time.

For each Phase II ESA to be conducted, the Consultant will also provide information to the Coalition to help fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act Section 106 (NHPA). The information will include the location of the Project, any threatened or endangered species or habitat that may be affected by the Project, whether a site is of concern to the State Historic Preservation Officer (SHPO), a list of Tribes who might believe the Project could disturb cultural resources, and an evaluation as to whether cleanup/redevelopment plans could have adverse effects on endangered or cultural resources. The City will consult with the SHPO and Tribes regarding any potential affects the sampling activities may have on cultural resources. A Cultural Resources Desktop Study Report will be prepared by the Consultant and submitted to SHPO for approval and letters notifying local Tribes of ground-disturbing activities will be sent at least 45 days in advance of fieldwork. A 30-day comment period will be provided for Tribes to respond to the City with concerns they may have about proposed field activities. A copy of the Desktop Study Report and letters sent to the Tribes will be submitted to the EPA for approval in advance of fieldwork. Additionally, responses to concerns received from the Tribes will be addressed and shared with the SHPO and EPA for concurrence in advance of fieldwork.

The ACRES database will be updated following completion of each Phase II ESA.

Lead: The Consultant will lead the Phase II ESA task with assistance from the Coalition and the BAC for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones and Deliverables:

- EPA- and Ecology-approved SAPs
- Site-specific HASPs
- Phase II ESA Reports
- RBM Survey Reports
- Updated ACRES database
- Green and sustainable efforts updates (included in quarterly reporting)
- Section 7 and NHPA consultations (as necessary)

Task 3 (Phase II ESA Subtask) Estimated Submittal/Completion Dates:

- Spring/Summer 2020: Phase II ESA fieldwork underway at first site.
- Summer/Fall 2020: First Phase II ESA report(s) completed (ongoing throughout Project).

2.4.3 Site Cleanup/Reuse Plans

2.4.3.1 Analysis of Brownfield Cleanup Alternatives (ABCAs) and Remedial Action Plans (RAPs)

Objective: Prepare site-specific ABCAs and/or RAPs for up to 6 sites (~5 hazardous substance sites and ~1 petroleum site) to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The Coalition will conduct cleanup and redevelopment planning as required by Ecology and/or EPA for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs. The plans/reports will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls.

Stakeholder meetings will be held, as needed, to develop and review the most appropriate and effective remedial options for each selected brownfield site and redevelopment. The Coalition and environmental Consultant will work closely with Ecology and EPA when considering options for cleanup planning. The public notice and comment period for any ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to) will be conducted under Task 2.

Lead: The Consultant will lead with assistance from the Coalition and the BAC on data acquisition, planning, and deliverable review and distribution.

Milestones & Deliverables: Deliverables for this task will be site-specific ABCAs and/or RAPs.

Estimated Submittal/Completion Dates:

- Winter/Spring 2021: First written site-specific ABCA/RAP complete.

2.4.3.2 Site Reuse Plans

Objective: Identify potential reuse options uses for up to 4 sites (~3 hazardous substance sites and ~1 petroleum site) and develop strategies to facilitate the reuse of existing infrastructure, as well as identifying potential infrastructure investments needed to accommodate alternative future uses.

Activities: With support from the Coalition and the BAC, the Consultant will develop a site reuse plans for high priority sites. These activities may include a site reuse vision, site disposition strategy, site reuse assessment, infrastructure evaluation, and/or land use assessment.

Lead: The Consultant will lead with assistance from the Coalition and the BAC on planning, public outreach, and deliverable review and distribution.

Milestones & Deliverables: Site-specific reuse plan.

Estimated Submittal/Completion Dates:

- Spring 2021: Anticipated completion date for first reuse plan.

2.4.4 Task 4 Budget Detail

Task 4 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
Contractual	--	--	--	--	--	--
Phase I ESAs	\$5,500/site	10 sites	\$55,000	4 sites	\$22,000	\$77,000
Master QAPP	\$8,000/QAPP	0.5 QAPP	\$4,000	0.5 QAPP	\$4,000	\$8,000
Phase II ESAs	\$32,000/site	6 sites	\$192,000	2 sites	\$64,000	\$256,000
RBM Surveys	\$11,000/site	5 sites	\$55,000	0 sites	\$0	\$55,000
Site-Specific ABCAs/RAPs	\$10,000/site	5 sites	\$50,000	1 site	\$10,000	\$60,000
Site-Specific Reuse Plans	\$10,000/site	3 sites	\$30,000	1 site	\$10,000	\$40,000
Personnel Labor	--	--	--	--	--	--
Phase I/II ESAs & RBM Surveys	\$40/hour	90 hours	\$3,600	30 hours	\$1,200	\$4,800
Site-Specific Cleanup & Reuse Plans	\$40/hour	90 hours	\$3,600	30 hours	\$1,200	\$4,800
Personnel Fringe Benefits	--	--	--	--	--	--
Phase I/II ESAs & RBM Surveys	\$20/hour	90 hours	\$1,800	30 hours	\$600	\$2,400
Site-Specific Cleanup & Reuse Plans	\$20/hour	90 hours	\$1,800	30 hours	\$600	\$2,400
Total	--	--	\$396,800	--	\$113,600	\$510,400

3.0 SCHEDULE & DELIVERABLES

The table below summarizes the anticipated deliverable schedule (*assuming a project start date of October 1, 2019*) and the agency/office each will be submitted to.

DUE DATE	ITEM	EPA PO	STATE AGENCY	EPA GRANTS	EPA FINANCE
Pre-award (July-Sept. 2019)	<ul style="list-style-type: none"> Promote and advertise project in the community. Establish MOA with Coalition partners. Kick-off meeting with Consultant, Coalition members, EPA. 	X			
Month 1 (Oct. 2019)	<ul style="list-style-type: none"> Update Site Nomination Form and Access Agreement Template. Develop project fact sheets and webpage content. Develop Master QAPP. Preliminary inventory work. Establish access into ACRES. (Property Profile Forms will be entered into ACRES as property specific projects are completed.) 	X			
Months 2-3 (Nov.-Dec. 2019)	<ul style="list-style-type: none"> Finalize preliminary inventory results and site prioritization criteria. Submit draft Master QAPP for approval. Attend National Brownfields Conference. 	X	X		
Month 4 (Jan. 2020)	<ul style="list-style-type: none"> BAC and Public Kick-off Meetings (a minimum of 2 BAC and 2 public meetings will be conducted during the first year and a minimum of 2 meetings per year during subsequent years). Prepare first Quarterly Progress Report (QPR) - continue preparing quarterly for duration project. 	X	X		
Month 5 (Feb. 2020)	<ul style="list-style-type: none"> Top sites selected for grant-funded activities. Finalize Master QAPP per agency comments (a site-specific SAP will be prepared for each property approved for a Phase II ESA). 	X	X		
Month 6 (March 2020)	<ul style="list-style-type: none"> BAC Meeting #2. 	X	X		
Month 7 (July 2020)	<ul style="list-style-type: none"> BAC Meeting #3. Public Meeting #2. 	X	X		
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X	X (petroleum sites only)		

DUE DATE	ITEM	EPA PO	STATE AGENCY	EPA GRANTS	EPA FINANCE
Before fieldwork begins	<ul style="list-style-type: none"> Execute Site Access Agreements. Prepare HASP. Prepare SAP (for Phase II ESAs). Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs)		
Ongoing	<ul style="list-style-type: none"> Prepare Phase I & II ESA Reports. Prepare All Appropriate Inquiries Rule Checklist (Form EPA 560-R-11-030) Prepare ABCA/RAP deliverables. Prepare Site Reuse Plan deliverables. 	X	X (RAPs for sites requiring remedial action)		
Annually	Prepare annual FFR and DBE (MBE/WBE) Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Months 38 – 41	Prepare Final DBE & Federal Financial Reports (FFR; SF425) & Final Drawdown.	X		X	X
Months 38 – 41	Prepare Final Performance/Close-Out Report with summary fact sheets/success stories, photos, and lessons learned.	X			

4.0 BUDGET

4.1 Budget Tables by Funding Type

The total funding amount is \$600,000 (comprised of \$450,000 for hazardous substance sites and \$150,000 for petroleum sites). The tables in this section summarize the budget by expenditure category (i.e. personnel, travel, contractual, etc.) for each task.

Hazardous Substances Budget

Task	Personnel Labor	Personnel Fringe	Travel	Contractual	Total
1) Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$2,000	\$4,000	\$12,000	\$22,000
2) Community Engagement	\$2,000	\$1,000	\$0	\$3,600	\$6,600
3) Site Inventory, Prioritization & Eligibility	\$5,400	\$2,700	\$0	\$16,500	\$24,600
4) ESAs & Site Cleanup/ Reuse Plans	\$7,200	\$3,600	\$0	\$386,000	\$396,800
Total Budget	\$18,600	\$9,300	\$4,000	\$418,100	\$450,000

Petroleum Budget

Task	Personnel Labor	Personnel Fringe	Travel	Contractual	Total
1) Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$2,000	\$4,000	\$12,000	\$22,000
2) Community Engagement	\$2,000	\$1,000	\$0	\$3,600	\$6,600
3) Site Inventory, Prioritization & Eligibility	\$1,800	\$900	\$0	\$5,100	\$7,800
4) ESAs & Site Cleanup/ Reuse Plans	\$2,400	\$1,200	\$0	\$110,000	\$113,600
Total Budget	\$10,200	\$5,100	\$4,000	\$130,700	\$150,000

Combined Hazardous Substances & Petroleum Budget

Task	Personnel Labor	Personnel Fringe	Travel	Contractual	Total
1) Project Mgmt., Reporting & Other Eligible Activities	\$8,000	\$4,000	\$8,000	\$24,000	\$44,000
2) Community Engagement	\$4,000	\$2,000	\$0	\$7,200	\$13,200
3) Site Inventory, Prioritization & Eligibility	\$7,200	\$3,600	\$0	\$21,600	\$32,400
4) ESAs & Site Cleanup/ Reuse Plans	\$9,600	\$4,800	\$0	\$496,000	\$510,400
Total Budget	\$28,800	\$14,400	\$8,000	\$548,800	\$600,000

4.2 Budget Narrative - Combined Hazardous Substances & Petroleum

4.2.1 Budget Detail by Task

The table below summarizes the total hazardous and petroleum budgets by task. A detailed breakdown of anticipated costs for the scope of work for each of the proposed tasks is detailed in Section 2.0.

Task	Hazardous Substances Budget	Petroleum Budget	Total Combined Budget
1) Project Mgmt., Reporting & Other Eligible Activities	\$22,000	\$22,000	\$44,000
2) Community Engagement	\$6,600	\$6,600	\$13,200
3) Site Inventory, Prioritization & Eligibility	\$24,600	\$7,800	\$32,400
4) ESAs & Site Cleanup/ Reuse Plans	\$396,800	\$113,600	\$510,400
Total Budget	\$450,000	\$150,000	\$600,000

4.2.2 Budget Narrative by Expenditure Category

The tables included in this section provide a cost breakdown by project task for each funding type (i.e. hazardous substances, petroleum, and combined total budget).

(i) Personnel Labor Budget by Task

Average Personnel Labor Cost: ~\$40/hour

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$4,000	\$8,000
Task 2 - Community Engagement	\$2,000	\$2,000	\$4,000
Task 3 - Site Inventory, Prioritization & Eligibility	\$5,400	\$1,800	\$7,200
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$7,200	\$2,400	\$9,600
Total Amount	\$18,600	\$10,200	\$28,800

(ii) Personnel Fringe Budget by Task

Average Fringe Benefit Cost: ~50% of Basic Salary (~\$20/hour)

(Includes health insurance, disability, life/travel insurance, retirement benefits, and workers compensation.)

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$2,000	\$2,000	\$4,000
Task 2 - Community Engagement	\$1,000	\$1,000	\$2,000
Task 3 - Site Inventory, Prioritization & Eligibility	\$2,700	\$900	\$3,600
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$3,600	\$1,200	\$4,800
Total Amount	\$9,300	\$5,100	\$14,400

(iii) Travel Budget by Task

As described in Section 2.0, the travel budget includes anticipated costs for four Coalition personnel to attend one national brownfields conference and one regional brownfield conference.

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$4,000	\$8,000
Task 2 - Community Engagement	\$0	\$0	\$0
Task 3 - Site Inventory, Prioritization & Eligibility	\$0	\$0	\$0
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$0	\$0	\$0
Total Amount	\$4,000	\$4,000	\$8,000

(iv) Contractual Budget by Task

Average Contractual Cost: ~\$150/hour

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$12,000	\$12,000	\$24,000
Task 2 - Community Engagement	\$3,600	\$3,600	\$7,200
Task 3 - Site Inventory, Prioritization & Eligibility	\$16,500	\$5,100	\$21,600
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$386,000	\$110,000	\$496,000
Total Amount	\$418,100	\$130,700	\$548,800

(v) Total Budget by Expenditure Type

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Personnel Labor	\$18,600	\$10,200	\$28,800
Personnel Fringe Benefits	\$9,300	\$5,100	\$14,400
Travel	\$4,000	\$4,000	\$8,000
Contractual	\$418,100	\$130,700	\$548,800
Total Amount	\$450,000	\$150,000	\$600,000

APPENDIX B

Fee Schedule

Fee Schedule

Implementation charges for professional, technical, and administration staff will be calculated and billed per the following schedule, on a time and materials basis. To the extent possible, work will be performed by staff with lower billing levels and overseen by senior staff.

Billing Title	Key Personnel Name	Hourly Billing Rate	Anticipated Project Role/Tasks
Stantec			
Administrative Support	Sunny Waterman	\$102	Site Inventory, GIS, Fieldwork
Admin/GIS Technician/Field Technician II	Dana Hutchins	\$137	Site Inventory, GIS, Fieldwork
Junior Engineer/Geologist/Scientist I	--	\$142	Phase I/II ESAs, Fieldwork, Report Preparation
Project Engineer/Geologist/Scientist I	--	\$147	Phase I/II ESAs, Field Work, Cleanup Planning, Report Preparation
Project Engineer/Geologist/Scientist II	Aaron Wisher Andrea Pedersen Don Pawluk	\$158	Project Management Support, Community Outreach, Site Inventory & Eligibility, Phase I/II ESAs, Cleanup Planning, AWP, Report Preparation
Professional Engineer/Geologist/Scientist I	Cyrus Gorman	\$166	Project Management Support, Phase I/II ESAs, Report Preparation/Review, Site Inventory & Eligibility, QA/QC
Senior Engineer/Geologist/Scientist I	Joseph Hammer	\$175	Project Management Support, Technical Review, QA/QC, AWP, Site Reuse Planning
Senior Engineer/Geologist/Scientist II	David Holmes	\$185	QA/QC, Senior Technical Advisor
Principal Engineer/Geologist/Scientist I	--	\$196	Project Management, QA/QC, Senior Technical Advisor, Inventory & Eligibility, Phase I/II ESA Report Review, Site Cleanup/Reuse Planning, AWP
Principal Engineer/Geologist/Scientist II	Chris Gdak	\$216	QA/QC, Senior Technical Advisor

Stantec billing rates are provided for 2019 and are subject to annual increase. Stantec will provide cost estimates for other fees/expenses, including equipment rental and other reimbursable expenses as needed during the project. Subconsultant, contractor, analytical laboratory and other similar third-party charges will be charged at cost plus 5% markup.

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

11/11/2019

Date Rec'd

10/17/2019

Clerk's File #

OPR 2017-0005

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 PMWEB ANNUAL SUPPORT

Cross Ref #**Project #****Bid #**

RFP #4196-16

Requisition #

2020 FUNDS

Agenda Wording

Contract with PMWeb, Inc for continued Annual Support and Maintenance of the Capital Project Management Software. February 1, 2020 through January 31, 2021. Contract amount is \$86,493.83 including tax.

Summary (Background)

The City selected PMWeb, Inc through RFP #4196-16 to provide Capital Project Management software. PMWeb is a SaaS (Software as a Service) solution that will be hosted and maintained by PMWeb. Last year's total was \$75,200 not including tax. This year total not including tax is \$79,425. The difference in cost is the addition of 1 Full User license and 2 Guest Concurrent Licenses.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 28,831.28 inc tax

4250-30210-38141-5XXXX-99999

Expense \$ 57,662.55 inc tax

0370-30210-44200-5XXXX-99999

Select \$

#

Select \$

#

Approvals**Dept Head**

SLOON, MICHAEL

Division Director

SLOON, MICHAEL

Finance

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

TBD

Other**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - aduffey@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses, nzollinger@spokanecity.org

Michael Vernon - michael.vernon@pmweb.com

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[PMWEB](#)

License Information:

[New search](#)[Back to results](#)

Entity name: PMWEB, INC.

Business name: PMWEB

Entity type: [Corporation](#)

UBI #: 604-090-803

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1 POPE ST
WAKEFIELD MA 01880-2179

Mailing address: 1 POPE ST
WAKEFIELD MA 01880-2179

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 - Non-Resident				Active	Feb-29-2020	Mar-20-2017

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

Governing people	Title
JAUDE, MARC	President

The Business Lookup information is updated nightly. Search date and time: 10/8/2019 8:32:35 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2019

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 Tarpey Insurance Group, Inc. 343 Washington Street New ton, MA 02458	CONTACT NAME: Mike Tarpey PHONE (A/C, No. Ext): 617-527-6070 FAX (A/C, No): 617-527-1980 E-MAIL ADDRESS: Mike@tarpeyinsurance.com												
INSURER(S) AFFORDING COVERAGE													
INSURED PMWeb, Inc. 1 Pope Street Wakefield, MA 01880	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : Travelers Cas & Sure of ILL</td> <td style="text-align: right;">NAIC # 19046</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co of IL</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER C : Travelers Insurance Co</td> <td style="text-align: right;">36161</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Travelers Cas & Sure of ILL	NAIC # 19046	INSURER B : Travelers Indemnity Co of IL	25674	INSURER C : Travelers Insurance Co	36161	INSURER D :		INSURER E :		INSURER F :	
INSURER A : Travelers Cas & Sure of ILL	NAIC # 19046												
INSURER B : Travelers Indemnity Co of IL	25674												
INSURER C : Travelers Insurance Co	36161												
INSURER D :													
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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6805407R826	07/22/2019	07/22/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
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AGGREGATE	\$ 5,000,000																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;"></td> </tr> <tr><td colspan="3">E.L. EACH ACCIDENT \$</td></tr> <tr><td colspan="3">E.L. DISEASE - EA EMPLOYEE \$</td></tr> <tr><td colspan="3">E.L. DISEASE - POLICY LIMIT \$</td></tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT \$			E.L. DISEASE - EA EMPLOYEE \$			E.L. DISEASE - POLICY LIMIT \$				
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT \$																					
E.L. DISEASE - EA EMPLOYEE \$																					
E.L. DISEASE - POLICY LIMIT \$																					
C	Crime			106900309	04/03/2019	04/03/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Computer Fraud</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>Employee Dishonesty</td><td style="text-align: right;">1,000,000</td></tr> </table>	Computer Fraud	1,000,000	Employee Dishonesty	1,000,000										
Computer Fraud	1,000,000																				
Employee Dishonesty	1,000,000																				

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

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 992013344	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. AUTHORIZED REPRESENTATIVE
---	--

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	PMWeb, Inc. Annual Software Maintenance and Support
Date:	November 4, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	PMWeb Annual Software Maintenance and Support Utilizing Budget Account # 4250-30210-38141-54201-99999 Utilizing Budget Account # 0370-30210-44200-53104-99999
Strategic Initiative:	Sustainable Resources
Deadline:	January 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>The City selected PMWeb, Inc through RFP #4196-16 to provide Capital Project Management software. PMWeb is a SaaS (Software as a Service) solution that will be hosted and maintained by PMWeb. Last year's total was \$75,200 not including tax. This year total not including tax is \$79,425. The difference in cost is the addition of 1 Full User license and 2 Guest Concurrent Licenses.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Contract with PMWeb, Inc. for Annual Software Maintenance and Support of the City's Capital Project Management software. Requesting \$86,493.83 including tax for the renewal of this contract. Term is February 1, 2020 – January 31, 2021 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

CONTRACT EXTENSION

Title: **CAPITOL PROJECT MANAGEMENT
SOFTWARE AND IMPLEMENTATION**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMWEB**, whose address is 1 Pope Street, Wakefield, Massachusetts, 01880 ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Capitol Management Software and Implementation Services for the Public Works Division, and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 23, 2017, 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 TERM.

This Contract Extension shall become effective on February 1, 2020 and shall end on January 31, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY SIX THOUSAND FOUR HUNDRED NINETY THREE AND 83/100 DOLLARS (\$86,493.83)**, including tax, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

PMWEB

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

PMWeb October 10, 2019 Estimate



PMWeb, Inc.
1 Pope Street
Wakefield, MA 01880
P: 617-207-7080
F: 978 246-0248
WWW.PMWEB.COM

Estimate

Proposal #: 6295

Date: 10/10/2019

Project Coordinator: Christina
Coty

Bill To:

CITY OF SPOKANE
INFORMATION TECHNOLOGY DEPARTMENT
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

P.O. NO.

Description	Qty	U/M	Rate	Total
PMWeb Annual SaaS Renewal: 2/1/20 - 1/31/21				
CAPITOL PROJECT MANAGEMENT SOFTWARE AND IMPLEMENTATION				
PMWeb Support & Maintenance (Annual Fee): Development Package Support & Maintenance	1	EA	2,000.00	2,000.00
Subtotal: Support and Maintenance	1			2,000.00
PMWeb SaaS Licenses:				
PMWeb SaaS Full User - Annual Renewal	14	EA	1,500.00	21,000.00
PMWeb SaaS Full User - Annual Renewal (Prorated 13 Months: 1/1/120 - 1/31/21)	1	EA	1,625.00	1,625.00
PMWeb SaaS Guest Licenses Concurrent - Annual Renewal	23	EA	1,200.00	27,600.00
PMWeb SaaS Guest Licenses Concurrent - Annual Renewal (Prorated 13 Months: 1/1/120 - 1/31/21)	2	EA	1,300.00	2,600.00
PMWeb SaaS Guest Licenses Named - Annual Renewal	21	EA	600.00	12,600.00
Subtotal: SaaS Licenses	61			65,425.00
Other Hosting Services:				
PMWeb Dedicated Server Annual Renewal	2	Yr	6,000.00	12,000.00
Subtotal: Other Hosting Services	2			12,000.00
Thank you for your business.	Total:			\$79,425.00

- Travel & Expenses apply if Consulting or Training is at client site
- Written Cancellation must be submitted 5 days in advance via
certified mail.
- Software invoices are due upon delivery.
- Invoices over 30 days late will be charged an 18% fee
- Prices are valid for 30 days
- Custom Reports and Dashboards as requested by client will be billed
separately as T & M

- The client or through any other company shall not offer direct or indirect
employment to any employee of PMWEB at any time for a period of 5 years
after the latter of the last payment date, or the last day of work performed,
except by written agreement and permissions of the PMWEB. Should the
client violate this term & condition, the client agrees to a compensation fee of
\$300,000.
- In the event the client fails to pay any amount due to PMWEB on or before its
due date, then the client shall be in default hereunder, all amounts then owed
to PMWEB shall become immediately due and payable without notice and, in
addition to all amounts owed to PMWEB, the Client shall pay to PMWEB all of
PMWEB's costs and expenses of collection including reasonable attorney's
fees and disbursements.

Authorized Name

Authorized Signature

Date

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

11/11/2019

<u>Date Rec'd</u>	10/16/2019
<u>Clerk's File #</u>	OPR 2018-0598
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	4430-18
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR21128
<u>Agenda Item Name</u>	5300 RUBICON AMENDMENT		

Agenda Wording

Amendment to Contract OPR 2018-0598 with Rubicon Global, LLC for the addition of 6 vehicle tablets and 23 vehicle pods between the Solid Waste Management and Street Departments. Amendment amount is \$14,076.15 including tax.

Summary (Background)

The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. The first year cost was \$171,846.89 (plus applicable tax).

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 6,068.87 inc tax	# 4500-44200-37148-54201
Expense	\$ 6,068.87 inc tax	# 4500-45100-37148-54201
Expense	\$ 1,176.12 inc tax	# 1100-21800-42660-54303
Expense	\$ 762.29 inc tax	# 1100-21800-42660-53502

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	PUBLIC SAFETY 11/4/19
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Michael Allegretti-	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Contract amendment effective October 16, 2019.

Summary (Background)

With the addition of 6 vehicle tablets and 23 vehicle pods between the Solid Waste Management and Street Departments, the 2nd year's costs increase to \$188,146.27 including tax.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Rubicon Global, LLC Annual Software renewal and additional vehicle Tablet/Pods purchases.
Date:	November 4, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Rubicon Global, LLC Annual Software Maintenance, Support and purchase of vehicle tablets and pods. Utilizing Budget Account #s 4500-44200-34148-53502 4500-45100-34148-53502 1100-21800-42660-54303 1100-21800-42660-54302
Strategic Initiative:	Sustainable Resources
Deadline:	October 15, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Amendment to original contract for additional purchases for vehicle tablets and pods.
Background/History: The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. The first year cost was \$171,846.89 (plus applicable tax). With the addition of 6 vehicle tablets and 23 vehicle pods between the Solid Waste Management and Street Departments, the 2 nd year's costs increase to \$188,146.27 including tax.	
Executive Summary: <ul style="list-style-type: none"> • Purchase of additional vehicle tablets • Purchase of additional vehicle pods • Additional purchase are \$14,076.15 including tax for the renewal of this contract. • Term is October 16, 2019 – October 15, 2020 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT

Title: **MASTER SOFTWARE SERVICES AGREEMENT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **RUBICON GLOBAL, LLC**, a Delaware limited liability company, whose address is 950 East Paces Ferry Road, Suite 1900, Atlanta, Georgia 30326 as ("Rubicon"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Rubicon agreed to provide ongoing annual maintenance and support for solid waste collections management and telematics system for Solid Waste Collection vehicles for the City; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 8, 2018, any previous amendments, addendums and / or extensions / renewals thereto, as well as Rubicon's Quote dated October 16, 2019, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. In the event of a conflict or discrepancy in the Agreement documents, this City's documents control.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on October 16, 2019.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include that which is outlined in Exhibit A.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FOURTEEN THOUSAND SEVENTY SIX AND 15/100 DOLLARS (\$14,076.15)** including tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

RUBICON GLOBAL, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Rubicon's Quote dated October 16, 2019



Exhibit A
Sales – INVOICE

Rubicon Global, LLC
950 East Paces Ferry Road
Suite 1900
Atlanta, GA 30326
(678) 906-2601
www.rubiconglobal.com
michele.lamattina@rubiconglobal.com

Invoice No.: PSI-697146
Invoice Date: October 16, 2019
Due Date: October 16, 2019
Payment Term: COD

CUSTOMER INFORMATION

City of Spokane
Erica Jacobo

Description	Quantity	Unit	Unit Price	Line Amount
Replacement Tablets – One Time Cost per Tablet for Implementation and Hardware	2	Tablet	\$605.88	\$1,211.76
New Tablets – One Time Cost per Tablet for Implementation and Hardware	2	Tablet	\$652.00	\$1,304.00
New Tablets – Recurring Costs (\$100/Month/Tablet)	2	Tablet / Year	\$1,200.00	\$2,400.00
Streets Dept Pods: One Time Cost per Vehicle for Implementation and Hardware	2	Pod	\$350.00	\$700.00
Streets Dept Pods: Recurring Costs Per Vehicle (\$45/Month/Pod)	2	Pod / Year	\$540.00	\$1,080.00
Solid Waste Collections Dept Pods: One Time Cost per Vehicle for Implementation and Hardware	7	Pod	\$350.00	\$2,450.00
Solid Waste Collections Dept Pods: Recurring Costs Per Vehicle, (\$45/Month/Pod)	7	Pod / Year	\$540.00	\$3,780.00

Subtotal Total USD **\$12,925.76**

Sales Tax **\$1,150.39**

Total USD **\$14,076.15**

Invoice PSI-687417

October 1, 2019

Page 2 / 2

Please remit payment electronically to:

Wells Fargo Bank

Account Name: Rubicon Global LLC Depository Account

Account Number: 4943880401

ACH ABA Routing Number: 121000248

Please email our Accounts Receivable Department at ar@rubiconglobal.com with details of payment

Or mail check to:

Rubicon Global, LLC

Attn: Accounts Receivable

950 East Paces Ferry Road

Suite 1900

Atlanta, GA 30326

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[RUBICON GLOBAL LLC](#)

License Information:

[New search](#)[Back to results](#)

Entity name: RUBICON GLOBAL, LLC

Business name: RUBICON GLOBAL LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-181-657

Business ID: 001

Location ID: 0001

Location: Active

Location address: 950 E PACES FERRY RD NE
STE 1900
ATLANTA GA 30326-1384

Mailing address: 950 E PACES FERRY RD NE
STE 1900
ATLANTA GA 30326-1384

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 - Non-Resident				Active	Oct-31-2020	May-10-2018

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

Governing people	Title
MORRIS, NATE	
PERLMAN, DAVID	

The Business Lookup information is updated nightly. Search date and time: 10/23/2019 7:44:07 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2019

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 MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN118589441--GAWUX-19-20		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Rubicon Global Holdings, LLC 950 East Paces Ferry Road Suite 1900 Atlanta, GA 30326		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Valley Forge Insurance Co INSURER C: N/A INSURER D: Continental Insurance Co INSURER E: INSURER F:	
		NAIC #	
		20443	
		20508	
		N/A	
		35289	

COVERAGES

CERTIFICATE NUMBER:

ATL-005000583-01

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6057046070	04/04/2019	04/04/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6057046098	04/04/2019	04/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	6075913997 6076230969	02/01/2019 02/01/2019	02/01/2020 02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City Of Spokane Attn IT Admin 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 of Marsh USA Inc. Manashi Mukherjee
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Agenda Sheet for City Council Meeting of:
11/11/2019

Date Rec'd	10/16/2019
Clerk's File #	OPR 2016-0913
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 4303-16
Requisition #	2020 FUNDS

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT FOR OFFSITE REBUILD OF HYDRAULIC/PNEUMATIC CYLINDERS

Agenda Wording

Contract extension with cost for Hydrotech Generator Repair Plus, Inc. of Spokane Valley for the off-site rebuilding of hydraulic and pneumatic cylinders. Term from Jan. 1, 2020 through Dec. 31, 2020 with a total cost of \$100,000.00 including taxes.

Summary (Background)

The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders. In October of 2016 the contract for these services was awarded to Hydrotech Generator Repair Plus, Inc. dba Hydraulics Plus. The initial term was for one year with the option to extend for four (4) additional one-year periods. This is the second of those extensions. Rates will remain the same.

<u>Fiscal Impact</u>	Grant related?	NO	<u>Budget Account</u>	
	Public Works?	NO		
Expense	\$	100,000.00	# 4490-44100-37148-54803-34002	
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK		<u>Study Session</u>	PIES 10/28/19
<u>Division Director</u>	SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA		<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH		mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		jsalstrom@spokanecity.org	
<u>Additional Approvals</u>			tprince@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE		caveryt@spokanecity.org	
			rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Extension to Contract for Offsite Hydraulic and Pneumatic Cylinder Rebuilding.
Date:	October 28, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> 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 to extend the contract for cylinder rebuilding to allow the WTE Facility to continue uninterrupted operations at a lower cost than replacing the cylinders.
Background/History: <p>The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders.</p> <p>In October of 26 RFP #4303-16 responses were received for these services and Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus, was awarded the contract. The initial term was one year with the option to extend for four (4) additional one-year periods. This will be the third of those extensions. The contract term will be from January 1, 2020 to December 31, 2020 with an annual cost of \$100,000.00 including taxes.</p>	
Executive Summary: <ul style="list-style-type: none"> • Extension #3 of 4 for rebuilding of hydraulic and pneumatic cylinders at the WTE Facility. • Repairs done off-site with OEM parts only. • Contract term from January 1, 2020 through December 31, 2020. • Annual cost of \$100,000.00 including taxes. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

**CONTRACT EXTENSION 3 OF 4
WITH COST**

**Title: OFF-SITE REBUILD OF
HYDRAULIC AND PNEUMATIC CYLINDERS**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HYDROTECH GENERATOR REPAIR PLUS, INC. (d/b/a HYDRAULICS PLUS, INC.)**, whose address is 5507 East Broadway Avenue, Spokane, Washington, 99212 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 **Off-Site Rebuild Of Hydraulic and Pneumatic Cylinders with OEM Parts Only**; and*

WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 3rd of those extensions.

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 22, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 1, 2020.

3. EXTENSION.

The contract documents are hereby extended and shall run through December 31, 2020.

4. COMPENSATION.

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

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

HYDROTECH GENERATOR REPAIR PLUS, INC. CITY OF SPOKANE
(d/b/a HYDRAULICS PLUS, INC.)

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

From: Lori Roberts <lroberts@hydraulicsplusinc.com>
Sent: Thursday, September 19, 2019 10:51 AM
To: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: RE: 3rd Opt Yr Pricing Kindly Sought (RE: 2nd Opt Year Pricing Kindly Sought OPR 2016-0913, City of Spokane, Solid Waste Disposal)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Rick,
We will go with the pricing on the original contract again this year.
Thank you,
Loretta Roberts
Hydraulics Plus Inc.
(509) 536-9464

From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Thursday, September 19, 2019 9:47 AM
To: Lori Roberts <lroberts@hydraulicsplusinc.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>; Dorgan, Michelle <mdorgan@spokanecity.org>
Subject: 3rd Opt Yr Pricing Kindly Sought (RE: 2nd Opt Year Pricing Kindly Sought OPR 2016-0913, City of Spokane, Solid Waste Disposal)
Importance: High

Ms. Loretta Roberts,

The attached Contract OPR 2016-0913, Second Option Year is set to expire 12/31/2019.

The City of Spokane is looking at exercising the Third Option Year, that would span from 1/1/2020 thru 12/31/2020

Would you kindly respond advising if Hydraulics Plus Inc is interested in exercising the Third Option Year and if the below pricing would remain valid for the Third Option Year that would span from 1/1/2020 through thru 12/31/2020.

COST PROPOSAL

1. Hourly Labor Rate 75.00 Includes operating expenses and profit margin
2. Percentage Increase on Parts 15%
3. Additional Cylinders will be billed at normal rate (see above)
4. We accept responsibility for all normal shipping charges. We cannot however, absorb any additional charges such as overnight red or orange charges. It would be your choice to use accelerated delivery.
5. Repair costs will not exceed 75% of new cylinder cost.
6. Appropriate sales tax will be added to invoice.
7. We offer a 2% discount on net 10
8. Subcontractor cost for re-chroming .78 per square inch.

Thanks in advance for your quick response.

Rick Rinderle, C.P.M.
Procurement Specialist
City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org



Agenda Sheet for City Council Meeting of:
11/11/2019

Date Rec'd	10/16/2019
Clerk's File #	OPR 2019-0956
Renews #	
Cross Ref #	
Project #	
Bid #	PW ITB 5098-19
Requisition #	2020 FUNDS

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT FOR VACUUM SUPPORT SERVICES AT THE WTE

Agenda Wording

Contract with Big Sky Industrial for vacuum support services at the WTE. Contract from Jan. 1, 2020 through Dec. 31, 2020 with an annual estimated cost of \$110,000.00 including tax.

Summary (Background)

During maintenance outages at the WTE Facility, sandblasting is done throughout the boiler to clean the surface of the tubes. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete. On Sep. 30, 2019 bidding closed on PW ITB 5098-19 for these services and Big Sky Industrial of Spokane, WA was the only response received. The contract has the option of four (4) additional one-year renewals.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	YES		
Expense	\$	110,000.00		#	4490-44100-37148-54803-34002
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		CONKLIN, CHUCK		<u>Study Session</u>	PIES 10/28/19
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>		ALBIN-MOORE, ANGELA		<u>Distribution List</u>	
<u>Legal</u>		SCHOEDEL, ELIZABETH		mdorgan@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		jsalstrom@spokanecity.org	
<u>Additional Approvals</u>			tprince@spokanecity.org		
<u>Purchasing</u>		PRINCE, THEA		caveryt@spokanecity.org	
				rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Vacuum Support Services at the WTE
Date:	October 28, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of contract with Big Sky Industrial for vacuuming services that will allow maintenance work to be completed in a clean and environmentally conscious manner.
Background/History: <p>During maintenance outages at the WTE Facility, sandblasting is done throughout the boiler to clean the surface of the tubes. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete.</p> <p>Also required is the vacuuming of sump and water jet transfer line in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All vacuum materials will be disposed on site at the Waste to Energy facility.</p> <p>On September 30, 2019 bidding closed on PW ITB 5098-19 for these services and Big Sky Industrial of Spokane, WA was the only response received. The contract will span from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year extensions with an annual cost not to exceed \$110,000.00 including tax.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract with Big Sky Industrial for Vacuum Support Services at the WTE per their response to PW ITB 5098-19. Includes vacuuming of sandblast material, sump and water jet transfer lines, overflow areas and water washing of air cooled condensers. Annual estimated cost of the renewal is \$110,000.00. Term of the extension will run from January 1, 2020 through December 31, 2020 with four (4) additional one-year extensions possible. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **VACUUM SUPPORT SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WWSS ASSOCIATES, INC. dba BIG SKY INDUSTRIAL**, whose address is 9711 Euclid Road, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.**

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 Vacuum Support Services, selected via PW ITB 5098-19.

2. **CONTRACT DOCUMENTS.**

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. **TERM.**

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

4. **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 **ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00)**, excluding 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. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. 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. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. PUBLIC WORKS REQUIREMENTS. 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. INSURANCE. 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.

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

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

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

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

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

26. MODIFICATIONS. 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. **INTEGRATION.** 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.

28. **FORCE MAJEURE.** Neither party shall be liable to the other for any failure or delay in 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.

29. **KEY PERSONS.** The Contractor shall not transfer or reassign any individual designated 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.

**WWSS ASSOCIATES, INC. dba
BIG SKY INDUSTRIAL**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Scope of Work
Exhibit B – Certification Regarding Debarment

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.

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

Bid Response Summary

Bid Number PW ITB 5098-19

Bid Title Vacuum Support Services For Vacuuming Sandblast Media, Other DebrisSand Water*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas* *Vacuum Exhaust Cannot Be Release

Due Date Monday, September 30, 2019 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding

Company perry@bigsky.pro

Submitted By perry@bigsky.pro perry@bigsky.pro - Friday, September 20, 2019 10:14:34 AM [(UTC-08:00) Pacific Time (US & Canada)]

Comments

Question Responses

Reference Number	Question	Response
#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	2
#2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	Yes
#3	For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. Do you request 10% retainage in lieu of Bond?	Yes
#4	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Yes
#5	Bidder realizes if it did not attend the Mandatory Pre Bid on 7/10/2019, it will be non-responsive, and therefore, cannot submit a bid. Acknowledge	Acknowledged
#6	Bidder Attended Mandatory Pre Bid on 7/10/2019?	Yes
#7	Bidder Has Reviewed Addendum 1, PW ITB 5098-19" located in "Documents Tab"	Yes
#8	Download "Addendum 1 PW ITB 5098-19" From The Bid Documents Tab, Enter Company and Sign, and Upload Here	Addendum 1 PW ITB 5098-19.pdf
#9	Bidder Has Reviewed Addendum 2, PW ITB 5098-19" located in "Documents Tab"	Yes
#10	Download "Addendum 2 PW ITB 5098-19" From The Bid Documents Tab, Enter Company and Sign, and Upload Here	Addendum 2 ITB 5097-19 (1).pdf
#1	Bidder Acknowledges: The Waste to Energy Facility (WTEF) operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	Yes

#2	Bidder Acknowledges: 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 drier absorber before entering the fabric filter bag houses.	Yes
#3	Bidder Acknowledges: Historically, based on annual tonnage of Municipal Solid Waste (MSW) received at the WTEF, the WTEF conducted two scheduled maintenance-related outages per calendar year: of these outages, one or both may be a Cold Iron outage. A Cold Iron outage is normally a period of 12 days in which both boilers end up being taken off-line. A Non-Cold Iron outage is normally a period of 7-14 days in which one boiler remains on-line while the other boiler is taken offline to be serviced for maintenance and then brought back online, at which time the other boiler is then taken offline to be serviced for maintenance and then brought back online. Should there be a shift in the annual MSW tonnage received; the WTEF may opt to schedule maintenance of one boiler at a time.	Yes
#1	CONTRACTOR'S REPRESENTATION: The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed. Acknowledged	Yes
#2	QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment and experience and financial ability to insure completion of the Work, unless waived by the City. Acknowledged	Yes
#3	AWARD OF CONTRACT. Award of contract, when made by the City, will be to the lowest responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results . Acknowledged	Yes
#4	PAYMENT. Payment will be made via direct deposit/ACH after receipt of Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Contractor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. . Acknowledged	Yes
#5	REJECTION OF BID. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown. Acknowledged	Yes
#6	REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal. Acknowledged	Yes

#7	<p>PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020. by either of the following: 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.</p>	Acknowledged
#8	<p>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City. Acknowledged</p>	Yes
#9	<p>BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor 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 Vendor 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</p>	Yes
#10	<p>Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here</p>	Supplemental Bidder Responsibility Criteria (3).pdf
#12	<p>SAFETY TRAINING: Awarded vendor must comply with On Site Safety Training requirements prior to performing any services onsite. All personnel that are to perform on-site services at the WTE Facility must watch 10-minute video that can be accessed via: https://vimeo.com/194591363/b5e0552df3 and must read and complete Attachment B, Contractor On-Site Declaration in addition to watching video.</p>	Acknowledged
#1	<p>SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work. Acknowledged</p>	Yes
#2	<p>PERIOD OF PERFORMANCE: The period of performance of any contract resulting from this PW ITB is tentatively scheduled to begin on or about January 1, 2020 and to end on December 31, 2020.</p>	Acknowledged
#3	<p>Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.</p>	Acknowledged

#4	LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date. Acknowledged	Yes
#5	PREVAILING WAGES PRICE ADJUSTMENTS: Upon the effective date of revised prevailing wage adopted by the Department of Labor and Industries at the anniversary date of the contract, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other cost except for changes in prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in change order. To the extent that the contract sum changes, a change order will be issued as appropriate	Acknowledged
#6	INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis. Acknowledged	Yes
#7	WASHINGTON STATE RETAIL SALES TAX. A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law. B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item. Acknowledged	Yes
#8	PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies. Acknowledged	Yes
#9	GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. Acknowledged	Yes
#10	SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. Acknowledged	Yes

#11	<p>INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract; c. 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 the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance. Acknowledged</p>	Yes
#12	<p>PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010. Acknowledged</p>	Yes

#13	<p>PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 9/30/19. C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p> <p>Acknowledged</p>	Yes
#14	<p>RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I). b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the Retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p> <p>Acknowledged</p>	Yes
#15	<p>FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars (\$20) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.</p>	Acknowledged
#1	<p>PERFORMANCE. The Contractor will furnish all supervision, administration, labor, tools equipment, materials and all necessary supplies, incidentals, permits, organization. to complete the Scope of Work service described herein, unless other arrangements are agreed upon in specific work scope. Any Mobilization or Demobilization charges but be all inclusive, i.e. fee to include supervision, administration, labor, tools, and any other charges. All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates. Acknowledge.</p>	Acknowledged
#2	<p>The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years experience in Power Equipment Operator (Nozzleman Operator) and Vactor Guzzler (Super Sucker)</p>	Acknowledged
#3	<p>SCOPE OF WORK: Perform Vacuum Support Services For Vacuuming Sandblast Media, Other Debris*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas* *Vacuum Exhaust Cannot Be Released Outside Bldg; Vacuum Must Fit Through 10' Door Height</p>	Yes

#3a	SERVICE DESCRIPTION: Provide Vacuum Support Services For Vacuuming Sandblast Media and other debris*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Scale Pit, Vacuum Carbon Room and Overflow Areas for the Waste to Energy Facility (WTEF) located in Spokane, Washington at 2900 S Geiger Boulevard. All material shall be disposed on site at WTEF.	Yes
#3B	SERVICE DESCRIPTION: *No Vacuum Exhaust Can Be Released Inside Building When in Use; Vacuum Must Fit Through 10' Door Height	Acknowledged
#3c	SERVICE DESCRIPTION: Coordinate services with WTEF Maintenance Planner and/or Maintenance Supervisor. The Contractor must report to WTEF Control Room daily prior to performing any service	Acknowledged
#3D	COLD IRON OUTAGE: Vacuum Sand #1 & #2 Boilers: Vacuum support services for vacuuming sandblast sand and other debris on various levels of the boiler depending on work being performed -Vendor shall not work inside boiler while sandblasting activities are being performed. 1) Clean-up various floor levels of the boiler; typically floors 2 and 3 outside the manways and boiler clean-outs . This work is performed after sandblasting activities is complete. 3) Vacuum charging deck and crane pulpit as requested. 4) Time frame for cleaning each boiler is estimated at 36 continuous working hours. Depending upon the amount of sand used from sandblasting determines the actual time frame for the cleaning of the boiler. 4) No exhaust can be released out site the building when Vacuum is in use; therefore vendor shall ensure Vacuum unit is able to pass through doors of 10' height to enable vacuum fit inside applicable areas. 5) Recommended Equipment: trailer mounted industrial vacuum system: 3 stage filtration system, 3,660 cfm, 16"Hg. *** No Vacuum Exhaust Can Be Released Outside Bldg When in Use; Vacuum Must Fit Through 10' Door Height*** Acknowledge	Acknowledged
#3E	NON-COLD IRON OUTAGE: Water Wash Air Cooled Condensers : 1) - Time frame for cleaning lines is estimated at 8 hours. 2) Recommended Equipment: Industrial Vactor Jet Truck, 2,500 psi, 60 gpm. Acknowledge.	Acknowledged
#3F	NON-COLD IRON OUTAGE "Vacuum Sump and Water Jet Transfer Line in the Ash House" : Time frame for cleaning lines is estimated at 8 hours. Recommended Equipment: Industrial Vactor Jet Truck 2,500 psi, 60 gpm. Acknowledge.	Acknowledged
#3G	NON-COLD IRON OUTAGE "Vacuum Scale Pits" Time frame for cleaning lines is estimated at 16 hours. Recommended Equipment: Industrial Vactor Jet Truck	Acknowledged
#3G	NON-COLD IRON OUTAGE "Vacuum Carbon Room & Overflow Areas (Service Coordinated with Boiler Outage): Time frame for cleaning lines is estimated at 6 hours. Recommended Equipment: trailer mounted industrial vacuum system: 3 stage filtration system, 3,660 cfm, 16"Hg. *** No Vacuum Exhaust Can Be Released Outside Bldg When Vacuum in Use; Vacuum Must Fit Through 10' Door Height*** Acknowledge.	Acknowledged

#4	Service Schedule: Historically, based on annual tonnage of Municipal Solid Waste (MSW) received at the WTEF, the WTEF conducted two scheduled maintenance-related outages per calendar year: of these outages, one or both may be a Cold Iron outage. A Cold Iron outage is normally a period of 12 days in which both boilers end up being taken off-line. A Non-Cold Iron outage is normally a period of 7-14 days in which one boiler remains on-line while the other boiler is taken offline to be serviced for maintenance and then brought back online, at which time the other boiler is then taken offline to be serviced for maintenance and then brought back online. Should there be a shift in the annual MSW tonnage received; the WTEF may opt to schedule maintenance of one boiler at a time. WTEF Spokane reserves the right to change the dates of the work scope as needed To ensure clear communication Vendor shall be in communication with WTEF Maintenance Planner (Maintenance Supervisor as an alternate) at least one month prior to each scheduled outage date to ensure a clear communication as to: - Actual Scope of Work Developed by WTEF Maintenance Planner outlining boiler services to be performed and amount of inspections required for a particular outage - Obtain Actual Calendar Dates and Times to start performance of services. Acknowledge.	Acknowledged
#5	Download "Pricing Pages PW ITB 5097-19" From The Bid Documents Tab, Complete And Upload Here	Pricing Pages PW ITB 5097-19 (2).docx
#5A	Enter "Vacuum Sand Services" Total Cost Service In Pricing Question #1. Acknowledge	Acknowledged
#5B	Enter "Water Wash Air Cooled Condensers " Total Cost Service In Pricing Question #2. Acknowledge	Acknowledged
#5C	Enter "Vacuum Sump and Water Jet Transfer Line In The Ash House" Total Cost Service In Pricing Question #3. Acknowledge	Acknowledged
#5D	Enter "Vacuum Carbon Room and Overflow Areas (Coordinated with Boiler Outage) " Total Cost Service In Pricing Question #4. Acknowledge	Acknowledged
#5E	Enter "Vacuum Scale Pits" Total Cost Service In Pricing Question #5. Acknowledge	Acknowledged
#1	Washington State Contractor's Registration Number	WWSAI*984M3
#2	U.B.I. Number	C600-607-287
#3	Washington Employee Security Department Number	596 465 00 6
#4	Washington Excise Tax Registration Number	81-0432473
#5	City of Spokane Business Registration Number	T12012442BUS
#1	Download "Subcontractor List Form, "From The Bid Documents Tab, Complete And Upload Here. If No Subcontractors Will Be Used State This On The Form.	Subcontractor List under \$1M (1).docx

Pricing Responses

Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment

#1	<p>"Vacuum Sand Services" Total Cost inclusive of tax (Reference Page 2, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	Base	EA	1.00	\$10,089.59	\$10,089.59
#2	<p>"Water Wash Air Cooled Condensers " Total Cost inclusive of tax (Reference Page 3, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	Base	EA	1.00	\$10,105.92	\$10,105.92
#3	<p>"Vacuum Sump and Water Jet Transfer Line In The Ash House" Total Cost inclusive of tax (Reference Page 4, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	Base	EA	1.00	\$1,600.83	\$1,600.83

#4	<p>"Vacuum Carbon Room and Overflow Areas (Coordinated with Boiler Outage)" Total Cost inclusive of tax (Reference Page 5, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	Base	EA	1.00	\$1,001.88	\$1,001.88
#5	<p>"Vacuum Scale Pits" Total Cost inclusive of tax (Reference Page 6, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	Base	EA	1.00	\$3,354.12	\$3,354.12
Total Base Bid		\$26,152.34				

August 21, 2019

**ADDENDUM NO. 2
PW ITB 5098-19**

PW ITB 5098-19 Addendum 2

Vacuum Support Services For Vacuuming Sandblast Media, Other Debris Sand Water*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas* *Vacuum Exhaust Cannot Be Release

This Addendum is to provide three photos of the WTEF provided totes that were made reference to in Addendum 1. The below photos have also been placed in "Documents Tab" of bid PW ITB 5098-19.





Rick Rinderle

Rick Rinderle
Buyer

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.

BIG SKY INDUSTRIAL
Company

Perry Skogstad
Authorized Signature

July 10, 2019

ADDENDUM NO. 1 PW ITB 5098-19

PW ITB 5098-19 Addendum 1

Vacuum Support Services For Vacuuming Sandblast Media, Other Debris Sand Water*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas* *Vacuum Exhaust Cannot Be Release

MADATORY PRE-BID CONFERENCE. A mandatory pre-bid conference was conducted on Wednesday, July 10, 2019, at 9:00 AM, 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 address questions asked during mandatory pre-bid and to distribute copy of "sign-in sheet" as depicted below.

WALK DOWN

- 1) A walk-down of the outside of the Waste To Energy Facility was conducted pointing out the AWPC North Roll-up Overhead Door, that would need be used by Contractor. Bidders were advised to note size limitations of door in which Contractor's vacuum unit must fit through.
- 2) A walk-down of the inside of the WTEF was conducted:
 - It was pointed out where Contractor's vacuum unit would need to be positioned inside the facility within a predetermined area measuring approximately 12 feet by 23 feet. It was stressed Contractor's unit cannot block aisle ways or impede the use of the overhead cranes located in the immediate vicinity.
 - It was stated Contractor could use the overhead crane to enable items to be positioned and removed from Level 5, when boiler related vacuum services are being conducted. It was re-emphasized Contractor is responsible for providing all related hoses needed to perform services.
 - The final disposition place within the WTEF, of vacuumed-materials, was pointed out to bidders, advising the Contractors would be responsible for ensuring vacuumed material are taken to final disposition placed with WTEF. It was re-emphasized that no vacuumed material could leave the confines of the WTEF. It was stated Contractor would need to empty vacuum unit within the confines of the WTEF into WTEF provided totes and that the Contractor would be responsible for operating WTEF provided forklift to transport totes to final disposition place within the WTEF.
 - Bidders were shown boiler access doors on Level 5, of the WTEF, to enable size limitations to be noted.
 - It was stated the size of the temporary floor within the boiler is approximately 30 feet by 30 feet, and that Contractor cannot let material accumulate to more than 12" to 18". It was stated Contractor would not be allowed inside Boiler when "Sandblasting-Contractors" are performing sandblasting. It was stated Contractor would be responsible for performing vacuuming when the "Sandblasting-Contractors" take breaks.

CLARIFICATION:

- 1) Clarification: Technical Requirements, Question #3B the text "outside" was change to "inside" as noted below:

"SERVICE DESCRIPTION: *No Vacuum Exhaust Can Be Released Inside ~~Outside~~ Bldg When in Use; Vacuum Must Fit Through 10' Door Height".

It was further clarified that Contractor would be responsible for providing exhaust-tubing to ensure vacuum unit's diesel exhaust are released outside the facility.

- 2) Bidders were advised during scheduled outages that "Sandblasting-Contractors" work 24 hours a day, three days per boiler; therefore Vacuum Contractor needs to be able to perform vacuum services 24 hours a day, for number of days required, and is responsible for scheduling its labor force; to prevent Build up of excess sand on temporary floor.

QUESTIONS:

- 1) How much advance notice is provided in regards to scheduling services?

During Boiler Outages WTEF will coordinate services with Contractor about one month in advance as to when services would be needed. It was tentatively stated the first scheduled outage for calendar year 2020 would be the first two weeks of May and then the first two week of November; however, it was stated these time frames could change.

In regards to the other vacuum services stated in the bid packet... WTEF would coordinate with Contractor about one to two weeks in advance for non-emergency services. It was stated should an emergency situation arise Contractor would be asked to respond within four hours from notification; however, there has not yet been a need for emergency services.

- 2) About how much sand is removed during a scheduled outage?

About 20 Tons

- 3) In the past has Vacuum Contractor only utilized truck (implied vacuum unit)?

Yes

- 4) In regards to "Water Jet Transfer lines" is there just air?

Just air, there is no air-water mix.

- 5) In regards to "Vacuum Scale Pits": Who is responsible for issuing confine space permits?

WTEF Control Room

- 6) In regards to "Vacuum Scale Pits": Is there a requirement for Contractor to have on site or to coordinate emergency response?

WTEF Control Room will notify the local Fire Department.

- 7) During any performance of this contract, should Confined Space Air Monitors be needed who is responsible for providing them WTEF or Contractor?

The WTEF will provide the permit and sniff the area prior to entry and at the start of every shift, but if continuous monitoring is needed, the Contractor will provide the necessary Confined Space Air Monitor.

General Requirements

☐ #1

SCOPE OF WORK: Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
Acknowledged

- 8) During any performance of this contract, should a requirement for "hole watch be required who is responsible for providing them WTEF or Contractor?

The Contractor is responsible for providing their own hole watch


Reference Bid:

General Requirements

☐ #1

SCOPE OF WORK: Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
Acknowledged

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 7/26/2019 at 9:00AM



Rick Rinderle
Buyer

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.

BIG SKY INDUSTRIAL
Company

Perry Skogstad
Authorized Signature

Vacuum Support Services For Vacuuming Sandblast Media, Other
Debris Sand Water*, Wash Air Cooled Condensers, Vacuum Sump and
Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon
Room and Overflow Areas **Vacuum Exhaust Cannot Be Release

July 10, 2019, 9:00AM
Pacific Local Time

Company Name	Individual's Printed Name	Signature	Email address
VENTILATION POWER	BILL BENNER		BILL@VENTILATIONPOWER.COM
EVERGREEN NORTH AMERICA	STACIE HENDRICKSON		STACIE.HENDRICKSON@ENRALS.COM
Big Sky Ind.	Mike Bruders		Mike @ Big Sky, Pro
WTE Spokane City	Forrest McKinney		FMcKinney@spokane City, WA
WTE C.T. F. Spem	Ron Renter		RRenter@spokane City, WA
Interstate Restoration	Mike Hoover		MHoover@interstate Restoration
Interstate	Jason Ottensmeyer		Ottensmeyer@interstate Restoration



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

Bidders shall complete, sign and submit this form with attachments with Bid.	
Project Name: Vacuum Support Services For Vacuuming Sandblast Media, Other Debris*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas*	
*Vacuum Exhaust Cannot Be Released Outside Bldg; Vacuum Must Fit Through 10' Door Height	
	Project # PW ITB 5098-19
Part A: General Company Information	
Company Name WWSS ASSOCIATES, INC dba BIG SKY INDUSTRIAL	
Address 9711 WEST EUCLID RD SPOKANE, WA 99224	
Contact Name and Title PERRY SKOGSTAD VICE PRESIDENT	
Contact Phone (509) 624-4949	Contact E-mail PERRY@BIGSKY.PRO
Years in business as a Prime Contractor 41	Years in business as a sub-contractor 0
Years in business under present Name 33	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years N/A	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required 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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement 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 safety 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.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 evaluate 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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

<p>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.</p>	
<p>Part J. Termination for Cause</p>	
<p>Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?</p>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.</p>	
<p>Part K: Litigation</p>	
<p>Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?</p>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.</p>	
<p>Part L: Delinquent State Taxes</p>	
<p>Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?</p>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".</p>	
<p>Part M: Subcontractor Responsibility</p>	
<p>Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?</p>	
<p><input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p>	
<p>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.</p>	
<p>Signature</p>	
<p>The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.</p>	
<p>Signature of Authorized Representative</p> <p><i>Perry Skogstad</i></p>	<p>Date</p> <p>07/08/2019</p>

Printed Name of Authorized Representative	Title
Perry Skogstad	Vice-President

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.			
PROJECT DETAIL			
Bidder's Company Name		Bidders Contact Name & Phone Number	
Big Sky Industrial		Mike Broderius	
Project Name		Project Contract Number	
Vacuum Support Services		RFP 4090-14	
Project Owner		Project Location	
City of Spokane		Waste to Energy Facility	
Project Owner Contact Name & Title		Owner's Telephone Number	
Forrest McKinney, Maintenance Superintendent		509-625-6520	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
01/01/2019	12/31/2019	100,000	Not Final
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description Vacuum sand from boiler, sump and water jet transfer lines in ash house, carbon room and air cooled condensers.			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications In the 10 years we have been performing scope of work, we have purchased a vacuum unit designated for this service. The vacuum unit is on-site from start to finish eliminating multiple decontaminations costs. We are only on-site as necessary to vacuum sand from boiler. We are on call and respond only as needed when vacuuming is necessary eliminating any stand-by costs. We understand the scope of work and are proficient working with other sub-contractors and Waste to Energy personnel.			

BID PROPOSAL

PROJECT: #5097-19

Vacuum Support Services For Vacuuming Sandblast Media, Other Debris*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas*

*Vacuum Exhaust Cannot Be Release; Vacuum Must Fit Through 10 Foot Door Height.

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. Bid prices should have incorporated all travel, lodging cost per <https://www.gsa.gov/travel/plan-book/gsa-lodging>, per diem per <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

January 1, 2020 Through December 31, 2020:

Bid Proposal Format

All pricing must be itemized indicating your price for the following items:

1. Labor cost (please include itemized labor rates, total man/hours, number of shifts, and number of man per shift, mobilization when applicable to include all labor and auxiliary charges, per diem, when applicable)
2. Bill of Material (cost, specs, and qty)
3. List of equipment (rentals, tools, etc.)
4. Mob and Demob
5. Per Diem Total
6. Applicable Tax

Vacuum Sand Services Boiler

Per Boiler:

1. Labor Cost

(Estimated 5 Shifts of 4.00 hrs; 3 number of people)

Hrly Rate \$ 65.00 Total Estimated # Hours 45.00 Total Labor \$ 2,925.00

Hrly Rate \$ 97.50 Total Estimated # Hours 24.00 Total Labor \$ 2,340.00

Hrly Rate \$ Total Estimated # Hours Total Labor \$

Hrly Rate \$ Total Estimated # Hours Total Labor \$

	Straight Time Rate			Overtime Rate			Double Time Rate		
Labor Classification	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$
Power Equipment	65.00	45.00	2,925.00	97.50	24.00	2,340.00	130.00	0.00	0.00

2. Bill of Material Plus Cost \$ 2,000.00

Vendor must provide a materials price breakdown on an item by item basis

3. Equipment \$ 2,000.00

4. Mob and Demob \$ 0.00

5. Per Diem Total \$ 0.00

6. Applicable Sales Tax - 8.9% \$ 824.59

=====

TOTAL COST SERVICE: \$ 10,089.59

(Also enter this total in Procurement Pricing Question 1)

Water Wash Air Cooled Condensers

1. Labor Cost

(Estimated 2 Shifts of 16 hrs ; 5 number of people)

Hrly Rate \$ 65.00 Total Estimated # Hours 80 Total Labor \$ 5,200.00

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$
Power Equipment	65.00	80.00	5,200.00	97.50	0.00	0.00	130.00	0.00	0.00

2. Bill of Material Plus Cost \$ 400.00

Vendor must provide a materials price breakdown on an item by item basis

3. Equipment \$ 3,680.00

4. Mob and Demob \$ 0.00

5. Per Diem Total \$ 0.00

6. Applicable Sales Tax - 8.9% \$ 825.92

=====

TOTAL COST SERVICE: \$ 10,105.92

(Also enter this total in Procurement Pricing Question 2)

Vacuum Sump and Water Jet Transfer Line In The Ash House

1. Labor Cost

(Estimated 1 Shifts of 6 hrs ; 2 number of people)

Hrly Rate \$ 65.00 Total Estimated # Hours 12 Total Labor \$ 780.00

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

	Straight Time Rate			Overtime Rate			Double Time Rate		
Labor Classification	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$
Power Equipment	65.00	12.00	780.00	97.50	0.00	0.00	130.00	0.00	0.00

2. Bill of Material Plus Cost \$ 0.00

Vendor must provide a materials price breakdown on an item by item basis

3. Equipment \$ 690.00

4. Mob and Demob \$ 0.00

5. Per Diem Total \$ 0.00

6. Applicable Sales Tax - 8.9% \$ 130.83

=====

TOTAL COST PER SERVICE \$ 1,600.83

(Also enter this total in Procurement Pricing Question 3)

Vacuum Carbon Room and Overflow Areas (Coordinated with Boiler Outage)

1. Labor Cost

(Estimated 1 Shifts of 4 hrs ; 2 number of people)

Hrly Rate \$ 65.00 Total Estimated # Hours 8.00 Total Labor \$ 520.00

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

	Straight Time Rate			Overtime Rate			Double Time Rate		
Labor Classification	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$
Power Equipment	65.00	8.00	520.00	0.00	0.00	0.00	130.00	0.00	0.00

2. Bill of Material Plus Cost \$ 0.00

Vendor must provide a materials price breakdown on an item by item basis

3. Equipment \$ 400.00

4. Mob and Demob \$ 0.00

5. Per Diem Total \$ 0.00

6. Applicable Sales Tax - 8.9% \$ 81.88

=====

TOTAL COST PER SERVICE \$ 1,001.88

(Also enter this total in Procurement Pricing Question 4)

Vacuum Scale Pits

1. Labor Cost

(Estimated 1 Shifts of 10.00 hrs ; 2.00 number of people)

Hrly Rate \$ 65.00 Total Estimated # Hours 16.00 Total Labor \$ 1,040.00

Hrly Rate \$ 97.50 Total Estimated # Hours 4.00 Total Labor \$ 390.00

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rate \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

	Straight Time Rate			Overtime Rate			Double Time Rate		
Labor Classification	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$
Power Equipment	65.00	16.00	1,040.00	97.50	4.00	390.00	130.00	0.00	0.00

2. Bill of Material Plus Cost \$ 400.00

Vendor must provide a materials price breakdown on an item by item basis

3. Equipment \$ 1,250.00

4. Mob and Demob \$ 0.00

5. Per Diem Total \$ 0.00

6. Applicable Sales Tax - 8.9% \$ 274.12

=====

TOTAL COST PER SERVICE \$ 3,354.12

(Also enter this total in Procurement Pricing Question 5)

SUBCONTRACTOR LIST

PROJECT NAME: _VACUUM SUPPORT SERVICES_

CONTRACTOR/SUPPLIER ____N/A_____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER ____N/A_____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER ____N/A_____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER ____N/A_____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

___0___ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



WWSSASS-02

SMAHONEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2019

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 Missoula Office PayneWest Insurance, Inc. P.O. Box 4386 Missoula, MT 59808	CONTACT NAME: PHONE (A/C, No, Ext): (406) 721-1000 FAX (A/C, No): (406) 721-9230 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company of Reading, PA 20427 INSURER B: Continental Insurance Company 35289 INSURER C: Montana State Fund 15819 INSURER D: INSURER E: INSURER F:
INSURED WWSS Associates, Inc. dba Big Sky Industrial 9711 West Euclid Spokane, WA 99224	NAIC #

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		2048442804	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WASHINGTON STOP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA2048442849	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE2048442897	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	X	030849251	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	WA Stop Gap			2048442804	12/31/2018	12/31/2019	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Extended Certificate Holder Name: City of Spokane, its officers and employees are additional insureds

RE: Vacuum Support Services at the WTE per PW ITB 5098-19
Additional Insured per form CNA74705 (attached)
Workers Compensation Waiver of Subrogation (attached)

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Solid Waste/Wastewater Treatment 2900 S Geiger Blvd Spokane, WA 99224	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
--	---

**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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AMERICAN CASUALTY CO OF READING, PA

Insured Name: WWSS ASSOCIATES, INC.

Policy No: 2048442804

Endorsement No: 2

Effective Date: 12/31/2018

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. professional health care services** on behalf of the **Named Insured** or
- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**Contractors' General Liability Extension Endorsement**

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

**Contractors' General Liability Extension Endorsement**

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020000420484428043350



855 Front Street | P.O. Box 4759 | Helena, MT 59604-4759
Phone 800-332-6102 or 406-495-5000 | Fax 406-495-5020
Fraud 888-MT-CRIME or 888-682-7463 | TDD/TTY 406-495-5030
montanastatefund.com | safemt.com

WWSS ASSOCIATES INC
BIG SKY INDUSTRIAL
9711 W EUCLID
SPOKANE WA 99224

Policy #: 03-084925-1
Team: Select
Date: 12/21/2018

Policy Period: 01/01/2019 - 01/01/2020
Effective Date of Endorsement: 01/01/2019

LIMITED ENDORSEMENT SUBROGATION WAIVER

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

CITY OF SPOKANE
PO BOX 247
STAYTON OR 97383

cc: MATTHEW HOBBS



Agenda Sheet for City Council Meeting of:
11/11/2019

<u>Date Rec'd</u>	10/10/2019
<u>Clerk's File #</u>	OPR 2019-0957
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	PW ITB 5133-19
<u>Requisition #</u>	2020 FUNDS

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	CHRIS AVERYT 625-6540
<u>Contact E-Mail</u>	CAVERYT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4490 ONSITE VALVE REPAIR SERVICES AT THE WTE

Agenda Wording

Contract with Bay Valve Service LLC for onsite valve repair services. Contract will span from January 1, 2020 through December 31, 2020 with an anticipated annual cost not to exceed \$300,000.00 including tax.

Summary (Background)

The Waste to Energy Facility has many types of valves which are critical to the operation of the plant. On-site maintenance is required for safe and efficient operation. Any number of valve failures could result in a plant shutdown. On Sept. 30, 2019 bidding closed to PW ITB 5133-19 for these services and Bay Valve Service, LLC of Longview, WA was the only response received. The contract will span from Jan. 1, 2020 through Dec. 31, 2020 with four (4) additional one-year extensions possible.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? YES		
Expense	\$ 300,000.00		#	4490-44100-37148-54803-34002
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>		<u>Council Notifications</u>		
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	FASR 10/21/19	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>		
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>		
<u>Legal</u>	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org		
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org		
<u>Additional Approvals</u>		tprince@spokanecity.org		
<u>Purchasing</u>	PRINCE, THEA	caveryt@spokanecity.org		
		rrinderle@spokanecity.org		

Briefing Paper

Finance, Administration & Sustainable Resources Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	On-site Valve Repair Services at the WTE
Date:	October 21, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 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:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> 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 for on-site valve repairs; without which the WTE facility would not be able to continue uninterrupted operations.
Background/History: <p>The Waste to Energy Facility has many types of valves which are critical to the operation of the plant. On-site maintenance is required for safe and efficient operation. Any number of valve failures could result in a plant shutdown.</p> <p>On September 30, 2019 bidding closed to PW ITB 5133-19 for these valve repair services and Bay Valve Service, LLC of Longview, WA was the only response received. The contract will span from January 1, 2020 through December 31, 2020 with an anticipated annual cost not to exceed \$300,000.00 including tax. The contract may be extended for four (4) additional one-year contract periods.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract for on-site valve repairs, which are critical to the operation of the WTE Facility. PW ITB 5133-19 for these services was issued and Bay Valve Service, LLC. was the only response received. Contract term from January 1, 2020 through December 31, 2020 with 4 optional one-year renewals. Annual cost not to exceed \$300,000.00 including tax. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **ON-SITE VALVE REPAIR SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BAY VALVE SERVICE, LLC**, whose address is 213 Douglas Street, Longview, Washington 98632 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **ON-SITE VALVE REPAIR SERVICES.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the revised Terms and Conditions attached hereto, 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 Solid Waste 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. **TERM.** The term of this Contract begins on January 1, 2020, and ends on December 31, 2020 unless amended by written agreement or terminated earlier under the provisions.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, not including applicable taxes, unless modified by a written amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. 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.

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms 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.

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the 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.

14. PUBLIC WORKS REQUIREMENTS. 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.

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;

- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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.

16. REIMBURSABLES.

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

- A. City will reimburse the Contractor 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 Contractor 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 are not 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.

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

18. 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.

19. 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.

20. ASSIGNMENTS. 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.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. 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.
29. INTEGRATION. 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.
30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in 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.

BAY VALVE SERVICE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment
Revised Terms and Conditions

19-185

PAYMENT BOND

We, BAY VALVE SERVICE, LLC, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, not including applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **ON-SITE VALVE REPAIR SERVICES**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

**BAY VALVE SERVICE, LLC,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
County of _____) ss.

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **BAY VALVE SERVICE, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, not including applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **ON-SITE VALVE REPAIR SERVICES**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

**BAY VALVE SERVICE, LLC,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

**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 certifies, 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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

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

2. TITLE

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

3. COMPLIANCE WITH LAWS

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

4. CONTRACT DISPUTES

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

5. OVERCHARGES

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

6. WARRANTIES

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

7. UNIFORM COMMERCIAL CODE

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

8. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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.

9. SAVE HARMLESS

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

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

10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this quote. All taxes payable by the City of Spokane as a result of this contract are considered a part of the quote evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you

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

Confidential Information

The below Bay Valve Service rates are effective for the City of Spokane, WA and are for projects required to pay prevailing wages. For performance of services, purchase orders should be issued to Bay Valve Service LLC. Rates are subject to change without notice.

Labor Rates

Rate Classification	Straight Time Rate (ST)	Over Time Rate (OT)	Double Time Rate (DT)	Daily Expenses (Per Diem)
Project Manager / Coordinator	\$175.00	\$262.50	\$350.00	\$50.00
Project Supervisor	\$165.00	\$247.50	\$330.00	\$50.00
MOV / Control Valve Technician	\$165.00	\$247.50	\$330.00	\$50.00
Valve Technician / Mechanic	\$122.00	\$183.00	\$244.00	\$50.00
Safety Coordinator	\$115.00	\$172.50	\$230.00	\$50.00
Project Clerk / Timekeeper	\$104.00	\$156.00	\$208.00	\$50.00

Expense Rates

Airfare	Cost Plus 25%
Hotel / Lodging	Cost Plus 25%

Rental Vehicle	Cost Plus 25%
Mileage	\$1.00 per mile

Rate Definitions

Straight Time (ST): The first eight (8) hours worked Monday through Friday, excluding US Federal holidays.

Over Time (OT): All hours worked past eight (8) hours Monday through Friday and all day Saturday.

Double Time (DT): All hours worked on Sundays, US Federal holidays, or any hours worked past twelve (12) hours Monday through Saturday.

Travel Time (TT): All travel hours will be billed at the applicable rate based on the day traveled.

Daily Expenses (Per Diem): All-inclusive fee to cover daily meals and incidentals related to travel.

Additional Labor & Expense Charges / Clarifications

- Additional skillsets not listed above (i.e. Boiler Technician, Certified NDT Technician, etc.) will be quoted as needed / required by a given work scope.
- Short notice / expedited field service requests during peak workload times may have the following charges: Requests with less than a five (5) calendar days of notice will have an additional charge of 15% to the published rate for all labor and tooling for the first five (5) days of site activities. Requests received with less than 24 hours of notice will have an additional charge of 25% to the published rate for all labor and tooling for the first five (5) days of site activities.
- Any work sent from the field to be performed in a Bay Valve Service workshop will have a 2% environmental disposal fee will be added to the complete shop services invoice.

Labor Assumptions

- The minimum daily labor charge is 4 hours per the applicable published rate. Time increments will round up to the nearest 15 minutes.
- Travel time and expenses will be charged from the home location to the destination location (i.e. home to airport to hotel, service shop to site to service shop, etc.).
- All site required safety training will be billed at the applicable rate as listed in the current published rates.
- Cancellations received less than 48 hours prior to the established mobilization date may receive a \$200.00 per individual fee.
- Mobilization changes received less than 48 hours prior to the established mobilization date may receive a \$200.00 per individual fee.
- Where a night shift is utilized, night shift personnel shall be given one shift roll-over at the equivalent time of the previous worked day shift.
- A Project Supervisor may be placed on all projects greater than 4 people and a Project Manager on all jobs greater than 10 people.

Confidential Information

Equipment & Tooling Rates*

Bay Valve Service Semi Tractor	\$3.00 per mile
Mobile Shop Trailer / Safety Valve Trailer (48' or greater)	\$675.00 per day plus Tractor Rental, Trailer Consumables, and \$2.50 per mile
Small Repair Trailer (Less than 48')	\$500.00 per day and \$1.25 per mile
Valve Repair Truck (Box Van Style)	\$550.00 per day and \$2.50 per mile
Flatbed Truck	\$145.00 per day and \$1.00 per mile
Service Truck	\$120.00 per day and \$1.00 per mile
Portable Boiler	\$750.00 per day
Hydro Packing Extractor	\$525.00 per day
Lift Assist Device (EVT / AVK)	\$500.00 per day
Small Test Stand	\$175.00 per day
Large Test Stand	\$250.00 per day
HyTorc / RadTorque Wrench	\$550.00 per day
Seat Cutting Machine	Quoted based on requirement
EFCO / Unislip Machine	Quoted based on requirement
Flange Facer	Quoted based on requirement

*Weekly / Monthly rates are available upon request.

Equipment & Tooling Assumptions

- i. Additional equipment or tooling not listed above (i.e. diagnostic tools, crane, forklift, etc.) will be quoted as needed / required by a given work scope.
- ii. All mobile trucks and trailers are FOB shipping point.
- iii. The minimum freight / delivery charge for any shipment is \$50.00.
- iv. The minimum 3rd Party or tooling charge is \$100.00.
- v. Cancellations received less than 48 hours prior to the established mobilization date may receive a charge of one day rental or 25% of the total estimated project rental fee, whichever is greater. If the cancelled tooling was already delivered or enroute to the given work site, transportation costs will be invoiced based on this rate sheet.
- vi. Service truck rental and mileage rates are for the 48 contiguous states. Service truck rental rates for all other locations will be provided upon request.

Confidential Information

Assumptions & Clarifications

- Customer will provide all SDS (Safety Data Sheets) and / or MSDS (Material Safety Data Sheets) for valves being provided for service prior to departure from pick-up and / or start of service activities at site. Should a valve used in chemical or other severe service be shipped, Bay Valve Service may require disassembly to the smallest valve component and not be shipped loosely assembled.
- Any delays due to customer unit availability, operations, and / or work schedule changes will be considered outside of the scope of work and invoiced at the applicable rate.
- Customer will provide a single point of contact for each work scope execution related items such as schedule, equipment needs, safety, and other items as they pertain to the quoted work scope.
- Customer will provide at least forty-five (45) days of notice prior to commencement of site service activities. Bay Valve Service will do all to accommodate shorter lead times however, may not be able to respond due to man loading due to other site service work.
- Any third party material buy-outs and / or markups referenced in this document or any service agreement, proposal, and / or project estimate do not include any products in which Bay Valve Service, or any subsidiary thereof, is the authorized manufacturer representative or distributor or which are regularly inventoried by Bay Valve Service and will be priced separately. Details on represented / distributed lines and regular inventory are available upon request.
- Customer should provide office space with appropriate telephone, fax, and internet connection for site personnel.
- Customer will provide all work permits and any applicable auxiliary site services for these permits such as extended shift fire watches, hydroblasted work areas, etc.
- Customer will provide shop service air connections at no less than 90 psi, power connections of 480V 3 phase and 110V, and service water to the work area. If unable to provide, Bay Valve Service will provide at an additional cost.
- Customer will provide first aid, fire, and other emergency services.
- Customer will provide forklift, crane, and other lifting services for site tooling transport and valve removal / installation as required. If unable to provide, Bay Valve Service will provide at an additional cost.
- Customer will dispose of all associated waste from site service activities.
- Customer will provide a secure non-gravel covered laydown area protected from the elements to store / stage valves along with performing contracted site services.
- Customer will provide a secure non-gravel laydown / staging area for the mobile tool trailer and valves to be transported to the work area.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Surety Bond No.: Bid Bond
Principal: Bay Valve Service & Engineering LLC
Obligee: City of Spokane
Amount of Bond: See Bond Form

Debra Kohlman
Lockton Companies, LLC
Chicago, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

(Seal)



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundracken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of September, 2019.

(Seal)



Vincent P. Forte

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) PW-178-5133-19 and agrees that their requirements have been included in this bid proposal.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. BA4VAVS881NB
(must be in effect at time of bid submittal)

U.B.I. Number 603-199-008

Washington Employment Security Department Number 455771006

Washington Excise Tax Registration Number 603-199-008

City of Spokane Business License Number see attached

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020.

(☒ YES) (☐ NO)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) % of the estimated contract amount of Two Hundred Thousand and no/100 dollars (\$200,000) which will be the sum of Ten Thousand and no/100 dollars (\$10,000), is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Bay Valve Service & Engineering LLC

[Signature]
Signature of Bidder's Authorized Representative

Controller
Title

4385 S 133rd St. Tukwila WA 98166
Address

206 267 3900
Phone

DETACH BEFORE POSTING



STATE OF
WASHINGTON

Limited Liability Company

BUSINESS LICENSE

BAY VALVE SERVICE & ENGINEERING, LLC
213 DOUGLAS ST
LONGVIEW, WA 98632-1771

Unified Business ID #: 603199008

Business ID #: 001

Location: 0002

Expires: Apr 30, 2020

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY ENDORSEMENTS:

LONGVIEW GENERAL BUSINESS #824907 - ACTIVE
KELSO GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

A handwritten signature in cursive script that reads "Vicki Smith".

Director, Department of Revenue

August 21, 2019

ADDENDUM NO. 1
PW ITB 5133-19

PW ITB 5133-19 Addendum 1

Onsite Valve Repair Services; Scheduled and Unscheduled

MADATORY PRE-BID CONFERENCE. A mandatory pre-bid conference was conducted on Wednesday, August 21, 2019, at 1:00 PM, 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.

Vendor declined a walk-down of the facility advising it is familiar with the facility and requirements having performed Valve Repair Services at the WTEF in the past.

Vendor advised that it had no questions.

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 8/30/2019 by 9:00AM






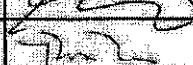
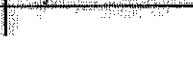
Rick Rinderle
Procurement Specialist

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.

Bay Valve Service
Company

M Dombek
Signature

PW ITB 5133-19 Onsite Valve Repair Services; Scheduled and Unscheduled			August 21, 2019 1:00 PM Pacific Local Time
Company Name	Individual's Printed Name	Signature	Email address
WTE Plant	Forrest McKinney		FMcKinney@spokane.gov
Bay Valve	Mike Dombek		Mike.Dombek@ISS-NA.com
Bay Valve	Tony Lavea		ANTONY.LAVEA@ISS-NA.com
WTE Plant	Clayton Pratt		pratt@spokane.gov
City of Spokane	Rick Rinderle		rinderle@spokane.gov

BID ITEM 3: EMERGENCY UNSCHEDULED SERVICES

Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for EMERGENCY UNSCHEDULED SERVICES	Unit Price	Extended Total
1	EMERGENCY: Contractor To Be On-Site At WTE After Notification Within			12 Hrs.
2	Straight Time	16 hours, <u>more</u> or less	\$ <u>122⁰⁰</u> / HR	\$ <u>1,952⁰⁰</u>
3	Overtime Labor	8 hours, <u>more</u> or less	\$ <u>183⁰⁰</u> / HR	\$ <u>1,464⁰⁰</u>
4	Mob			\$ <u>3810⁰⁰</u>
5	Demob			\$ <u>3810⁰⁰</u>
	All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates			
6	Percentage Markup For Parts / Materials Above Cost			25 %
7	List Any Other Cost To Be Incurred:			\$
8	Applicable Tax Rate			8.9%

BID ITEM 4: NON-EMERGENCY UNSCHEDULED SERVICES

Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for EMERGENCY UNSCHEDULED SERVICES	Unit Price	Extended Total
1	None-Emergency: Contractor To Be On-Site At WTE After Notification Within			12 Hrs.
2	Straight Time	16 hours, more or less	\$ <u>122⁰⁰</u> / HR	\$ <u>1,952⁰⁰</u>
3	Overtime Labor	8 hours, <u>more</u> or less	\$ <u>183⁰⁰</u> / HR	\$ <u>1,464⁰⁰</u>
4	Mob			\$ <u>3810⁰⁰</u>
5	Demob			\$ <u>3810⁰⁰</u>
	All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates			
6	Percentage Markup For Parts / Materials Above Cost			25 %
7	List Any Other Cost To Be Incurred:			\$
8	Applicable Tax Rate			8.9%

BID ITEM 1: UNIT PRICE PER COLD IRON OUTAGE

Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Cold Iron Outage	Unit Price	Extended Total
1	Straight Time	344 hours, more or less	\$ <u>122⁰⁰</u> / HR	\$ <u>41,968⁰⁰</u>
2	Overtime Labor	299 hours, more or less	\$ <u>183⁰⁰</u> / HR	\$ <u>54,717⁰⁰</u>
3	Mob			\$ <u>25,376⁰⁰</u>
4	Demob			\$ <u>19,032⁰⁰</u>
	All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates			
5	Percentage Markup For Parts / Materials Above Cost			25 %
6	List Any Other Cost To Be Incurred:			\$
7	Applicable Tax Rate			8.9%

BID ITEM 2: UNIT PRICE PER NON-COLD IRON OUTAGE

Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Non-Cold Iron Outage	Unit Price	Extended Total
1	Straight Time	80 hours, <u>more</u> or less	\$ <u>122⁰⁰</u> / HR	\$ <u>9,760⁰⁰</u>
2	Overtime Labor	40 hours, <u>more</u> or less	\$ <u>183⁰⁰</u> / HR	\$ <u>7,320⁰⁰</u>
3	Mob			\$ <u>3,810⁰⁰</u>
4	Demob			\$ <u>3,810⁰⁰</u>
	All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates			
5	Percentage Markup For Parts / Materials Above Cost			25 %
6	List Any Other Cost To Be Incurred:			\$
7	Applicable Tax Rate			8.9%

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) PW-ITB-5133-9 and agrees that their requirements have been included in this bid proposal.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. BAYVAVS881NB
(must be in effect at time of bid submittal)

U.B.I. Number 603-199-008

Washington Employment Security Department Number 455771006

Washington Excise Tax Registration Number 603-199-008

City of Spokane Business License Number see attached
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020.
(☒ YES) (☐ NO)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) % of the estimated contract amount of Two Hundred Thousand and no/100 dollars (\$200,000) which will be the sum of Ten Thousand and no/100 dollars (\$10,000), is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Bay Valve Service & Engineering LLC

[Signature]
Signature of Bidder's Authorized Representative

Controller
Title

4385 S 133rd St. Tukwila WA 98166
Address

206 267 3900
Phone

DETACH BEFORE POSTING



STATE OF
WASHINGTON

Limited Liability Company

BUSINESS LICENSE

BAY VALVE SERVICE & ENGINEERING, LLC
213 DOUGLAS ST
LONGVIEW, WA 98632-1771

Unified Business ID #: 603199008

Business ID #: 001

Location: 0002

Expires: Apr 30, 2020

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

LONGVIEW GENERAL BUSINESS #824907 - ACTIVE
KELSO GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On

9/19/19
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On

date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On

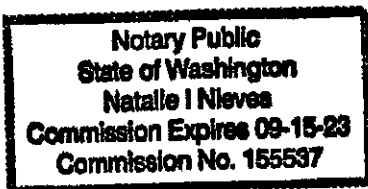
9/19/19
date

(Seal Or Stamp)

Natalie I Nieves
Signature of Notary Public

My appointment expires

9-15-23



Bid Response Summary

Bid Number PW ITB 5133-19
Bid Title Onsite Valve Repair Services; Scheduled and Unscheduled
Due Date Monday, September 30, 2019 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Bay Valve Service, LLC
Submitted By Mike Dombek - Tuesday, September 24, 2019 2:33:33 PM [(UTC-08:00) Pacific Time (US & Canada)]
Comments

Question Responses

Reference Number	Question	Response
#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	1
#2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of one-hundred (100) calendar days after the stated submittal date.	Yes
#3	BID BOND/BID SECURITY. The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the estimated contract amount of Two Hundred Thousand and no/100 dollars (\$200,000) which will be the sum of Ten Thousand and no/100 dollars (\$10,000). Bid bonds must be by a surety company authorized to do business as a surety in Washington State.	Yes
#4	Upload Bid Bond / Bid Security Here.	Bid Bond PW-ITB-5133-19.pdf
#5	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Acknowledge.	Acknowledged
#6	Bidder realizes if it did not attend the Mandatory Pre Bid on Aug 21, 2019, at 1:00PM, it will be non-responsive, and therefore, cannot submit a bid. Acknowledge.	Yes
#7	Did Bidder Attended Mandatory Pre Bid on 8/21/2019?	Yes
#8	Bidder Has Reviewed Addendum 1, PW ITB 5133-19 located in "Documents Tab"	Acknowledged
#9	Download "Addendum 1 PW ITB 5133-19" From The Bid Documents Tab, Enter Company and Sign, and Upload Here	Addendum No 1 PW ITB 5133-19.pdf
#1	CONTRACTOR'S REPRESENTATION: The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed. Acknowledged	Acknowledged
#2	QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment and experience and financial ability to insure completion of the Work, unless waived by the City. Acknowledged	Yes

#3	AWARD OF CONTRACT. Award of contract, when made by the City, will be to the lowest responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results . Acknowledged	Acknowledged
#4	PAYMENT. Payment will be made via direct deposit/ACH after receipt of Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Contractor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. . Acknowledged	Acknowledged
#5	REJECTION OF BID. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown. Acknowledged	Acknowledged
#6	REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal. Acknowledged	Yes
#7	PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond form a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020. by either of the following: 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.	Acknowledged
#8	CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City. Acknowledged	Acknowledged
#9	BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor 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 Vendor 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	Acknowledged
#10	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.	Acknowledged

#10.1	Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	Supplemental Bidder Responsibility Criteria.pdf
#11	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE: All materials submitted to the City in response to this competitive procurement shall become the property of the City. Acknowledge.	Acknowledged
#11.1	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE: 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. Acknowledge.	Acknowledged
#11.2	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE: 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. Acknowledge.	Acknowledged
#12	Bidder accepts the Terms & Conditions of in accordance with the document so named in the 'Documents' tab.	No
#12.1	Should Bidder have selected "No" to acceptance of Terms and Conditions as set forth in ITB document so named in the 'Documents' Tab, Bidder must upload requested exceptions document for review here.	Standard Terms and Conditions REV 1.docx
#12.2	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.	Acknowledged
#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 mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted. Acknowledge.	Acknowledged
#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. Acknowledge.	Acknowledged
#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 of Spokane. Acknowledge.	Acknowledged
#1	Company Name	Bay Valve Service, LLC
#2	Company Mailing Address	213 Douglas Street Longview, WA 98632

#3	Company Physical Address	213 Douglas Street Longview, WA 98632
#4	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Mike Dombek Branch Manager mike.dombek@iss-na.com 360-578-0658
#5	State Person, Phone, Email To Be Contacted By City Concerning Items Bid	Mike Dombek 360-578-0658 mike.dombek@iss-na.com
#1	The City of Spokane, through its Solid Waste Disposal Department (hereinafter "City") is initiating this Public Works Invitation To Bid to solicit Proposals from Firms interested in participating on a project to provide Onsite Valve Repair Services.	Acknowledged
#2	The Waste to Energy Facility (WTEF) operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	Acknowledged
#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 dryer absorber before entering the fabric filter bag houses.	Acknowledged
#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, these outages occur the first week in May and November, but are subject to change.	Yes
#1	PERIOD OF PERFORMANCE: The period of performance of any contract resulting from this PW ITB is tentatively scheduled to begin on or about January 1, 2020 and to end on December 31, 2020.	Acknowledged
#2	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.	Acknowledged
#3	SCHEDULED SERVICES & AS NEEDED UNSCHEDULED SERVICES are subject to prevailing wage rates. Acknowledge.	Acknowledged

#4	<p>PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 9/30/20019. C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages. Acknowledged</p>	Acknowledged
#5	<p>PREVAILING WAGES PRICE ADJUSTMENTS: Upon the effective date of revised prevailing wage adopted by the Department of Labor and Industries at the anniversary date of the contract, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other cost except for changes in prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in change order. To the extent that the contract sum changes, a change order will be issued as appropriate</p>	Acknowledged
#6	<p>FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars (\$20) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Acknowledged</p>	Yes
#7	<p>INTENTS & AFFIDAVITS FOR AS NEEDED SERVICES: As Needed Service requests under \$2,500.00 with no-subcontractors must be completed utilizing the Small Works Public Works Contract form as provided in "Documents Tab" and Submitted with Invoice.</p>	Acknowledged
#8	<p>INTENTS & AFFIDAVITS FOR AS NEEDED SERVICES: Should As Needed Service request be above \$2,500.00 or includes subcontractors the Contractor must submit a single Intent to Pay Prevailing Wages for the contract period and a Affidavit of Wages for each visit to the Department of Labor & Industries. The applicable wage rate for the As Needed Insulation Services is the contract period that is in effect. Acknowledge. Acknowledge</p>	Acknowledged
#9	<p>INTENTS & AFFIDAVITS: The City of Spokane must have a copy of the approved forms before it can make payment(s) to the Contractor. Acknowledge</p>	Acknowledged

#10	<p>WASHINGTON STATE RETAIL SALES TAX. A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law. B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item. Acknowledged</p>	Acknowledged
#11	<p>PERFORMANCE BOND. Awarded Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010. Acknowledged</p>	Acknowledged
#12	<p>RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I). b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the Retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs. Acknowledged</p>	Acknowledged
#13	<p>PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies. Acknowledged</p>	Acknowledged
#14	<p>GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. Acknowledged</p>	Acknowledged

#15	<p>INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p> <p>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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract; c. 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 the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance. Acknowledge.</p>	Acknowledged
#1	The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years' experience in servicing High Pressure Valve Components, Pneumatic and Electric Valve Controls and Valve Operational Calibrations.	Acknowledged
#2	GENERAL: The Contractor shall furnish all supervision, administration, labor, tools, materials and all necessary supplies and incidentals to complete the service described herein, unless other arrangements are agreed upon in specific work scope. Acknowledge.	Acknowledged
#2.1	All time other than straight time must be pre-authorized by the WTEF. Acknowledge.	Acknowledged
#2.2	WTEF and the Contractor will devise a plan acceptable to both parties prior to work start. Any deviations must be pre-authorized by WTEF and submitted on the city's work scope change order form. Acknowledge.	Acknowledged
#2.3	Contractor will obtain WTEF prior approval for any materials, rentals, or incidentals. Acknowledge.	Acknowledged
#2.4	Contractor will be required to submit a daily WTEF Time Format Sheet, which will include the date and shifts work was performed, names and job titles/labor classification of those performing work, hours worked and under what pay code individuals were worked under i.e.: Standard Time, Overtime, Double Time. Acknowledge.	Acknowledged

#2.5	WTEF Time Format Sheet will be submitted daily in electronic form unless otherwise agreed upon. Acknowledge.	Acknowledged
#2.6	WTEF Time Format Sheet will be submitted for the previous day, prior to the next shift commencing. Acknowledge	Acknowledged
#2.7	The City will utilize the Contractor's submitted WTEF Time Format Sheets as the "official documentation" to reconcile Contractor's invoice for labor cost, in addition to Contractor's submitted bill of materials. WTEF will sign Contractor's forms for submission to Contractor's company. Note: The WTEF Time Format Sheets submitted by Contractor will be serve official documentation, and supersede Contractor's forms signed WTEF should there be any inconsistency among the WTEF Time Format Sheets submitted by Contractor and the Contractor's forms that were signed by WTEF. Acknowledge	Acknowledged
#2.8	Contractor must abide by City of Spokane's Contractor Safety and Environmental Requirements (Policy 4490-2016-38-4) located in "Documents Tab". Acknowledge	Acknowledged
#2.9	SAFETY TRAINING: Awarded Contractor must comply with On Site Safety Training requirements prior to performing any services onsite. All personnel that are to perform on-site services at the WTE Facility must watch 10-minute video that can be accessed via: https://vimeo.com/194591363/b5e0552df3 and must read and complete Attachment B, Contractor On-Site Declaration in addition to watching video. Acknowledge	Acknowledged
#3	SERVICE DESCRIPTION: Provide On-Site Valve Repair Related Services returning valves to an "as new condition" for the Waste to Energy Facility (WTEF) located in Spokane, Washington at 2900 S Geiger Boulevard.	Acknowledged
#3.1	Intent of Specifications. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	Acknowledged
#3.2	The Contractor will meet with the City prior to work and discuss acceptable measure to complete all work and methods to verify satisfactory test results. This will include service reports, work procedures, QA procedures, calibration reports, and any other pertinent information to demonstrate job was completed satisfactorily using accepted industry standards.	Acknowledged
#3.3	The City of Spokane reserves the right to be present at designated checkpoints and tests to witness and record verification of said tests and checkpoints. Acknowledge	Acknowledged
#3.4	Contractor must have access to or maintain R stamp program. Acknowledge.	Acknowledged
#3.5	On-Site Valve Repair Services, may include, but not limited to: Boiler Safety Valves, Relief Valves, Main Boiler Stops, Critical Service Valves, High Pressure Valves, Control Valves, Removal & Installation (must have access to or maintain R stamp program), Various High Pressure Components. Acknowledge.	Acknowledged
#3.6	The Contractor must report to WTEF Control Room prior to performing any service	Acknowledged
#4	SCHEDULED SERVICES. In conjunction with a maintenance outage(s). Acknowledge	Acknowledged

#4.1	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, these outages occur the first week in May and November, but are subject to change. WTEF Spokane reserves the right to change the dates of the work scope as needed. Acknowledge.	Acknowledged
#4.2	To ensure clear communication in regards to services to be associated with a maintenance related outage, Vendor shall be in communication with WTEF Plant, Operations or Maintenance Manager at least one month prior to each scheduled outage date to ensure a clear communication as to what Valve Repair Services may be required and obtain Actual Calendar Dates and Times to start performance of services. Acknowledge.	Acknowledged
#4.3	LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$10,000 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date. Acknowledged	Sorry, we cannot accept Liquidated Damages and we have not to date.
#4.4	Contractor must also have a representative at the daily outage meetings if the work is conducted during a maintenance outage. Acknowledge.	Acknowledged
#4.5	Cold Iron Outage, estimated labor hours that could be incurred for per Cold Iron Outage is 344 Straight Time Hours, more or less; and 229 Overtime Time Hours, more or less. Acknowledge.	Acknowledged
#4.6	Non-Cold Iron Outage, estimated labor hours that could be incurred for per Non-Cold Iron Outage is 80 Straight Time Hours, more or less; and 40 Overtime Time Hours, more or less. Acknowledge.	Acknowledged
#5	AS NEEDED SERVICES: There may be other times during the annual contract period when additional as needed services are required. Acknowledge	Acknowledged
#5.1	UNSCHEDULED EMERGENCY SERVICES: Estimated number of hours expected to be incurred per contract yearly period is 16 Straight Time Hours, more or less; and 8 Overtime Time Hours, more or less. Acknowledge.	Acknowledged
#5.2	Contractor to be onsite at WTEF within _____ hours after being notified by WTEF of need for Emergency Service request.	12
#5.3	UNSCHEDULED NON-EMERGENCY SERVICES: Estimated number of hours expected to be incurred per contract yearly period is 16 Straight Time Hours, more or less; and 8 Overtime Time Hours, more or less. Acknowledge.	No
#5.4	Contractor to be onsite at WTEF within _____ hours after being notified by WTEF of need for None Emergency Service request.	12
#6	Download "Bid Proposal PW ITB 5133-19 Onsite Valve Repair Services; Scheduled and Unscheduled" From The Bid Documents Tab, Complete And Upload Here	Bid Proposal.pdf
#1	Washington State Contractor's Registration Number	BAYVAVS881NB
#2	U.B.I. Number	603-199-008

#3	Washington Employee Security Department Number	455771006
#4	Washington Excise Tax Registration Number	603-199-008
#5	City of Spokane Business Registration Number	Form in Bid Bond Submittal
#1	SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. Acknowledged	Acknowledged
#2	Does Bidder intend on using subcontractors.	No
#3	If Bidder intends on using subcontractors, Download "Subcontractor List Form", From The Bid Documents Tab, Complete And Upload Here.	Subcontractor List.pdf
#4	If Bidder intends on using subcontractors and does not complete and upload "Subcontractor List Form" Bidder will not be considered a responsible bidder.	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.	BVS-SFR-CSPW001_2019 Rate Sheet_r0.pdf



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

Bidders shall complete, sign and submit this form with attachments with Bid.	
Project Name Onsite Valve Repair Services; Scheduled and Unscheduled	
Project # PW ITB 5133-19	
Part A: General Company Information	
Company Name <u>Bay Valve Service & Engineering</u>	
Address <u>4385 S 133rd Street, Tukwila, WA 98168</u>	
Contact Name and Title <u>Mike Dombek Branch Manager</u>	
Contact Phone <u>360-578-0658</u>	Contact E-mail <u>Mike.Dombek@ISS-NA.com</u>
Years in business as a Prime Contractor <u>16</u>	Years in business as a sub-contractor <u>16</u>
Years in business under present Name <u>16</u>	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years <u>N/A</u>	
Explain reason for name change(s) in the past five (5) years <u>N/A</u>	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project	
<u>Multiple, Too many to count.</u>	
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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement 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 safety 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 involved, 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 evaluate 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 ☒ 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 the previous five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will 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 is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating 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 without a payment plan approved by the Department before the date of contract award?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the 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 RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input type="checkbox"/> Yes <input type="checkbox"/> No <i>NA Don't use subcontractors.</i>	
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.	
Signature	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
<i>Honor Boerister</i>	<i>9/11/19</i>
Printed Name of Authorized Representative	Title
<i>Honor Boerister</i>	<i>Controller</i>

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.

PROJECT DETAIL

Bidder's Company Name BAY VALVE SERVICE, LLC		Bidders Contact Name & Phone Number Mike Dombek (360) 578-0658	
Project Name City of Spokane		Project Contract Number OPR 2015-0098	
Project Owner City of Spokane		Project Location Spokane, WA	
Project Owner Contact Name & Title Forrest McKinney, Plant Maintenance Planner		Owner's Telephone Number (509) 625-6520	
Notice to Proceed Date March 25th 2015	Final Completion Date End of 2019	Awarded Contract Value \$80,000.00	Final Contract Price \$130,000.00
Prime Contractor Name (If Not Bidder) N/A		Contractor Contact Name & Phone Number (If Not Bidder) N/A	

Brief Project Description: Performed all valve and actuation inspection/repairs. Including but not limited to testing and troubleshooting systems.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

For more than 35 years, Bay Valve Service has been the leading provider of the following equipment and associated services: valves (Pressure Relief, Control, Block / Isolation), actuators (Electric / Pneumatic Actuation), and pumps; chemical feed pump skid systems; electrical control and instrumentation; and systems integration. Bay Valve Service is the leading flow solution service and supply company throughout the Western United States for industries including oil and gas refining and transmission, pulp and paper, power generation, marine, food processing, and others with a heavy focus on forced and schedule outages. Through our field service, repair service, and valve / product supply groups, we have increased the safety and reliability of Customer's equipment while reducing / optimizing their total cost of ownership. Bay Valve Service represents leading valve and other manufacturers including Dresser-Consolidated, Limitorque, Vogt, Durco, Acord, Auma, SPX Copes Vulcan,

Dynaflo, Bohmer, ValvTechnologies, Chesterton, Teadit, Groth, Continental Disc, Cornerstone Vale, Asmann Tanks, National Pump. and TLV of which a variety of products are stocked in our local facilities and ready for immediate delivery.

Bay Valve Service's independent status and extensive industry experience enable us to offer objective problem solving and personal attention that is critical for your plant's safe and efficient outage and day to day operations. We excel at project management and can handle project planning, repairs, removal and reinstallation, and site / shop coordination all while assuring the highest safety, integrity, and quality standards while optimizing cost budgets.

SUBCONTRACTOR LIST

PROJECT NAME: _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

BID PROPOSAL

PROJECT: PW ITB 5133-19

Onsite Valve Repair Services; Scheduled and Unscheduled

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. Bid prices should have incorporated all travel, lodging cost per <https://www.gsa.gov/travel/plan-book/gsa-lodging>, per diem per <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

January 1, 2020 through December 31, 2020:

BID ITEM 1: UNIT PRICE PER COLD IRON OUTAGE

Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Cold Iron Outage	Unit Price	Extended Total
1	Straight Time	344 hours, more or less	\$_____ / HR	\$
2	Overtime Labor	299 hours, more or less	\$_____ / HR	\$
3	Mob			\$
4	Demob			\$
	All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates			
5	Percentage Markup For Parts / Materials Above Cost			%
6	List Any Other Cost To Be Incurred:			\$
7	Applicable Tax Rate			8.9%

BID ITEM 2: UNIT PRICE PER NON-COLD IRON OUTAGE

Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Non-Cold Iron Outage	Unit Price	Extended Total
1	Straight Time	80 hours, more or less	\$_____ / HR	\$
2	Overtime Labor	40 hours, more or less	\$_____ / HR	\$
3	Mob			\$
4	Demob			\$
	All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates			
5	Percentage Markup For Parts / Materials Above Cost			%
6	List Any Other Cost To Be Incurred:			\$
7	Applicable Tax Rate			8.9%

BID ITEM 3: EMERGENCY UNSCHEUDLED SERVICES

Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for EMERGENCY UNSCHEDULED SERVICES	Unit Price	Extended Total
1	EMERGENCY: Contractor To Be On-Site At WTE After Notification Within			Hrs.
2	Straight Time	16 hours, more or less	\$_____ / HR	\$
3	Overtime Labor	8 hours, more or less	\$_____ / HR	\$
4	Mob			\$
5	Demob			\$
	All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates			
6	Percentage Markup For Parts / Materials Above Cost			%
7	List Any Other Cost To Be Incurred:			\$
8	Applicable Tax Rate			8.9%

BID ITEM 4: NON-EMERGENCY UNSCHEUDLED SERVICES

Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for EMERGENCY UNSCHEDULED SERVICES	Unit Price	Extended Total
1	None-Emergency: Contractor To Be On-Site At WTE After Notification Within			Hrs.
2	Straight Time	16 hours, more or less	\$_____ / HR	\$
3	Overtime Labor	8 hours, more or less	\$_____ / HR	\$
4	Mob			\$
5	Demob			\$
	All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates			
6	Percentage Markup For Parts / Materials Above Cost			%
7	List Any Other Cost To Be Incurred:			\$
8	Applicable Tax Rate			8.9%

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. _____
(must be in effect at time of bid submittal)

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020.
(☐ YES) (☐ NO)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) % of the estimated contract amount of Two Hundred Thousand and no/100 dollars (\$200,000) which will be the sum of Ten Thousand and no/100 dollars (\$10,000), is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: _____

Signature of Bidder's Authorized Representative

Title

Address

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____



Agenda Sheet for City Council Meeting of:
11/11/2019

<u>Date Rec'd</u>	10/25/2019
<u>Clerk's File #</u>	OPR 2019-0958
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	PW ITB 5096-19
<u>Requisition #</u>	2020 FUNDS

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	CHRIS AVERYT 625-6540
<u>Contact E-Mail</u>	CAVERYT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4490 BOILER BLAST CLEANING SERVICES AT THE WTE

Agenda Wording

Contract with Online Cleaning Services of Marysville, CA for Boiler Blast Cleaning Services. Term from January 1, 2020 through December 31, 2020 for \$300,000.00 including taxes.

Summary (Background)

Prior to maintenance outages, blasting with explosives is done in the boilers to facilitate more efficient cleaning and repairs. On September 30, 2019 bidding closed to PW ITB 5096-19 for these services and Online Cleaning Services of Marysville, CA was the only response received. The contract will run from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year extensions.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ 300,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 10/28/2019
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	
		rsteur@onlinecleaningservices.com	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Boiler Blasting Services at the WTE Facility
Date:	October 28, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources-Sustainable Practices; Innovative Infrastructure-Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the extension for Boiler Blasting Services; without which the WTE facility would not be able to continue uninterrupted operations.
Background/History: <p>Prior to maintenance outages, blasting with explosives is done in the boilers to facilitate more efficient cleaning and repairs.</p> <p>On September 30, 2019 bidding closed to PW ITB 5096-19 for these services and Online Cleaning Services of Marysville, CA was the only response received. The contract will run from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year extensions. The anticipated annual cost is \$300,000.00 including tax.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract for boiler blasting services per PW ITB 5096-19 with Online Cleaning Services who was the only response received. Contract term to begin on January 1, 2020 and end on December 31, 2020 with the option of four (4) additional one-year extensions. Annual cost not expected to exceed \$300,000.00. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **BOILER BLASTING
CLEANING SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ONLINE CLEANING SERVICES**, whose address is 2689 Highway 20, Marysville, California 95901 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **BOILER BLASTING CLEANING SERVICES**.
2. **CONTRACT DOCUMENTS**. 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 Solid Waste 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. **TERM**. The term of this Contract begins on January 1, 2020, and ends on December 31, 2020 unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four additional one year renewals.
4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION**. Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION**. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, not including applicable taxes, unless modified by a written amendment to this

Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. 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.

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms 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.

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries,

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

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the 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.

14. PUBLIC WORKS REQUIREMENTS. 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.

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in

Title 50 RCW;

- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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.

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

17. 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.

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

19. **ASSIGNMENTS.** 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.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
27. MODIFICATIONS. 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.
28. INTEGRATION. 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.
29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in 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.

ONLINE CLEANING SERVICES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment

PAYMENT BOND

We, ONLINE CLEANING SERVICES, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, not including applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **BOILER BLASTING CLEANING SERVICES**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

**ONLINE CLEANING SERVICES,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

[illegible]

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **ONLINE CLEANING SERVICES**, as principal, and _____,
as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, not including applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **BOILER BLASTING CLEANING SERVICES**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

**ONLINE CLEANING SERVICES,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

**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 certifies, 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.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)



Online Cleaning Services

Your partner in explosive cleaning and industrial services

2689 Highway 20
Marysville, CA 95901

(530) 741-0873 Office

September 27, 2019

City of Spokane
Waste to Energy Facility
2900 S Geiger Blvd
Spokane, Washington 99224-5400

Re: Project #PW ITB 5096-19

Dear Sir/Madam;

In regards to Liquidated Damages requirement:

"LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of Ten thousand Dollars (\$10,000.00) per working day until the work is satisfactorily completed."

Online Cleaning Services does not concur with \$10,000 per working day until the work is satisfactory completed; rather Online Cleaning Services should pay the City of Spokane an amount of no more than 3% of the contract amount.

Respectfully,

Kim Ontiveros
Office Manager
Online Cleaning Services
admin@onlinecleaningservices.com
(530)741-0873

August 29, 2019

**ADDENDUM NO. 1
PW ITB 5096-19**

PW ITB 5096-19 Addendum 1
Boiler Blasting Cleaning Services

This Addendum is to provide additional requirements/information that must be complied with:

FILING FEES:

This filing fees text supersedes previous filing fees information that was initially contained in bid.

FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars (\$20) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.

LNI TRAINING REQUIREMENT:

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

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



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.

Online Cleaning Services
Company


Signature

This Page (Page #18) Must Be Completed and Uploaded into Procurement Via The Question Tab and corresponding question #4.

BOND #SCP4036

BID BOND

We, ONLINE CLEANING SERVICES, LLC as Principal,
and LEXON INSURANCE COMPANY as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the
payment of which we jointly and severally bind ourselves, and our legal representatives and
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make
timely award to the Principal for the

Boiler Blast Cleaning Services

according to the terms of the bid made by the Principal; and the Principal shall, within the
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on SEPTEMBER 27TH, 2019

AS PRINCIPAL

ONLINE CLEANING SERVICES, LLC

By: [Signature]

Title: OFFICE MANAGER

A valid POWER OF
ATTORNEY must
accompany this bond.

LEXON INSURANCE COMPANY
AS SURETY

By: [Signature]

DAVID MUNYAKA

Attorney in Fact





City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

Bidders shall complete, sign and submit this form with attachments with Bid.	
Project Name: Boiler Blast Cleaning Services	
Project # PW ITB 5096-19	
Part A: General Company Information	
Company Name <u>Online Cleaning Services</u>	
Address <u>2689 Hwy 20 Marysville, CA 95901</u>	
Contact Name and Title <u>Rudy Steur- Owner</u>	
Contact Phone <u>250-486-4966</u>	Contact E-mail <u>RSteur@OnlineCleaningServices.com</u>
Years in business as a Prime Contractor <u>12 yrs</u>	Years in business as a sub-contractor <u>—</u>
Years in business under present Name <u>12 yrs</u>	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years <u>NONE</u>	
Explain reason for name change(s) in the past five (5) years <u>N/A</u>	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project <u>ATTACHED</u>	
<u>We currently have the contract for this job, HAVE BEEN SERVING SINCE 2007</u>	
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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement 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 safety 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 involved, 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 evaluate 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.

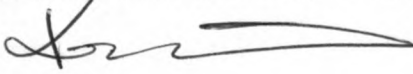
Part I. Claims Against Retainage and Bonds

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 ☒ 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 the previous five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will 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 is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating 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 without a payment plan approved by the Department before the date of contract award?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the 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 RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u>	
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.	
Signature	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
	<u>Sept. 26, 2019</u>
Printed Name of Authorized Representative	Title
<u>Kim Ontiveros</u>	<u>OFFICE MANAGER</u>



Online Cleaning Services

Your partner in explosive cleaning and industrial services

2689 Highway 20
Marysville, CA 95901

(530) 741-0873 Office
(530) 741-0876 Fax

Introduction:

Online Cleaning Services LLC is a growing company that started 1999 in Europe and has expanded 2005 into North America. Our field of activity is predominantly within the waste processing industry.

Online Cleaning Services LLC is an autonomous company with its own patents and therefore not using the licenses of third parties. All employees are well versed in explosive safety and use and there is a licensed blaster on every job.

As well as being trained in blasting techniques every employee of Online Cleaning Services LLC is also instructed in the field of boiler operations. We consider this combination of knowledge a pre-requisite to ensure every cleaning is fully satisfactory for our clients.

The competitive edge of Online Cleaning Services LLC:

- Personnel that are trained in blasting techniques as well as in the field of boiler operations. This enables us to carry our efficient cleaning operations and to reduce the cleaning interval within a given period of time.
- Regardless of the height or depth of the bundles our system can remove the soiling completely
- In extreme situations the charge can be placed through a 25mm opening in the boiler for a full cleaning
- The combustion process can be operative at full without it being disturbed by the online cleaning.
- Online Cleaning Services LLC also has an expanding carbon dioxide system (Cardox) that is used for clearing clinkers and wall build-up.
- Multiple years' experience in using our in-house advanced Camera Surveillance System.

Safety

We not only offer advanced technical know-how but we also adhere to the highest safety standards. During all assignments our people are exposed to high temperatures. Furthermore there is a danger of overpressure of the boiler. For these reasons our personnel wear the well-known Bulwark Flame retardant suits and appropriate PPE for working in front of open boiler doors. We are constantly monitoring the PPE market in order to ensure the safety of our employees and the work they are carrying out.

At all times other work can be carried out at any given location in the plant. On the floor and danger zones where Online Cleaning Services is working, passage of non-authorized personnel will be prevented by clear and distinct boundaries through the use of signs and barriers.

References

**City of Spokane, Chris Averyt Operations Superintendent,
caveryt@spokanecity.org,**

**Commerce Refuse to Energy Facility, Jonathan Iorga Plant Manager,
Jlorga@lacsdsd.org,**

**Covanta Marion County Refuse to Energy Facility, Scott Anderson Plant Manager,
SAnderson@CovantaEnergy.com,**

**Covanta Stanislaus Refuse to Energy Facility, Michael Williams Procurement,
mwilliams@Covanta.com,**

**Covanta Honolulu Refuse to Energy Facility, James Moody Plant Engineer,
JMoody@Covanta.com,**

**Covanta Long Beach Refuse to Energy Facility, Chris McWilliams Plant Engineer,
Cmcwilliams@Covanta.com,**

**Covanta Burnaby Refuse to Energy Facility, Stephen McKinney Plant Manager,
smckinney@CovantaEnergy.com,**

**Covanta Babylon Refuse to Energy Facility, Bill Murphy Plant Engineer,
Wmurphy@covanta.com**

**Covanta Alexandria Refuse to Energy Facility, Chris Desmond Sourcing Specialist,
Cdesmond@covanta.com**

**Covanta Montgomery Refuse to Energy Facility, Chris Desmond Sourcing Specialist
Cdesmond@covanta.com**

**Covanta Lancaster Refuse to Energy Facility, Greg Motter Plant Engineer,
gmotter@covanta.com**

These Next Seven Pages (Pages #11 – 17) Comprising Bid Proposal Must Be Completed and Uploaded Into Procurement Via The Question Tab and corresponding question #3.

BID PROPOSAL

PROJECT: #5096-19 Boiler Blast Cleaning Services

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. Bid prices should have incorporated all travel, lodging cost per <https://www.gsa.gov/travel/plan-book/gsa-lodging>, per diem per <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

January 1, 2020 Through December 31, 2020:

Cold Iron Blasting Service Requirement:

FIRST BOILER:

1. Labor Cost On-line/Off-line Blast Cleaning

(Estimated 1.5 Shifts of 12 hrs On-line Cleaning; 4 number of people)

(Estimated 1 Shifts of 6 hrs Off-line Cleaning; 4 number of people)

Hrly Rates \$ 450 Total Estimated # Hours 24 Total Labor \$ 10,800.00

2. Bill of Material On-line Plus Cost	\$ <u>5580.00</u>
3. Bill of Material Off-line Plus Cost	\$ <u>780.00</u>
4. Mob and Demob	\$ <u>3200.00</u>
5. Per Diem Total	\$ <u>1500.00</u>
6. Applicable Sales Tax – 8.9%	\$ <u>1945.54</u>

Extended Total for First Boiler \$ 23805.54

SECOND BOILER:

1. Labor Cost On-line/Off-line Blast Cleaning

(Estimated 1.5 Shifts of 12 hrs On-line Cleaning; 4 number of people)

(Estimated 1 Shifts of 6 hrs Off-line Cleaning; 4 number of people)

Hrly Rates \$ 450 Total Estimated # Hours 21 Total Labor \$ 10800.00

2. Bill of Material On-line Plus Cost	\$ <u>5580.00</u>
3. Bill of Material Off-line Plus Cost	\$ <u>780.00</u>
4. Mob and Demob	\$ <u>3200.00</u>
5. Per Diem Total	\$ <u>1500.00</u>
6. Applicable Sales Tax – 8.9%	\$ <u>1945.54</u>

Extended Total for Second Boiler \$ 23805.54

=====

OVERALL EXTENDED TOTAL COST COLD IRON BLASTING: \$ 47,611.08

(Also enter this total in Procurement Pricing Question 1)

Non-Cold Iron Requirements: (Both Boilers)

1. Labor Cost On-line Blast Cleaning Both Boilers/Off-line Blast Cleaning One Boiler
(Estimated 3 Shifts of 12 hrs On-line Cleaning; 4 number of people)
(Estimated 1 Shifts of 6 hrs Off-line Cleaning; 4 number of people)

Hrly Rates \$ 310 Total Estimated # Hours 42 Total Labor \$ 18,900.00

2. Bill of Material On-line Plus Cost	\$ <u>11,160.00</u>
3. Bill of Material Off-line Plus Cost	\$ <u>780.00</u>
4. Mob and Demob	\$ <u>3200.00</u>
5. Per Diem Total	\$ <u>3000.00</u>
6. Applicable Sales Tax - 8.9%	\$ <u>3296.56</u>

Extended Total for First Boiler \$ 40,336.56

1. Labor Cost Off-line Blast Cleaning Other Boiler
(Estimated 1 Shifts of 6 hrs Off-line Cleaning; 4 number of people)

Hrly Rates \$ 450 Total Estimated # Hours 6 Total Labor \$ 2700.00

2. Bill of Material On-line Plus Cost	\$ <u>—</u>
3. Bill of Material Off-line Plus Cost	\$ <u>780.00</u>
4. Mob and Demob	\$ <u>3200.00</u>
5. Per Diem Total	\$ <u>1200.00</u>
6. Applicable Sales Tax - 8.9%	\$ <u>701.32</u>

Extended Total \$ 8581.32

=====

OVERALL EXTENDED TOTAL COST NON-COLD (Both Boilers): \$ 48,917.88
(Also enter this total in Procurement Pricing Question 2)

Non-Cold Iron Requirements: (Single Boiler)

1. Labor Cost On-line Blast Cleaning/Off-line Blast Cleaning One Boiler

SINGLE BOILER:

(Estimated 1.5 Shifts of 12 hrs On-line Cleaning; 4 number of people)

(Estimated 1 Shifts of 6 hrs Off-line Cleaning; 4 number of people)

Hrly Rates \$ 450 Total Estimated # Hours 24 Total Labor \$ 10,800.00

2. Bill of Material On-line Plus Cost	\$ <u>5580.00</u>
3. Bill of Material Off-line Plus Cost	\$ <u>780.00</u>
4. Mob and Demob	\$ <u>3200.00</u>
5. Per Diem Total	\$ <u>1500.00</u>
6. Applicable Sales Tax - 8.9%	\$ <u>1945.54</u>

=====

OVERALL EXTENDED TOTAL COST FOR NON-COLD IRON REQUIREMENTS (Single Boiler)

\$ 23,805.54 (Also enter this total in Procurware Pricing Question 3)

Intermediate On-line Blast Cleaning Both Boilers Non Cold Iron Requirement:

1. Labor Cost On-line Blast Cleaning Both Boilers
(Estimated 3 Shifts of 12 hrs On-line Cleaning; 4 number of people)

Hrly Rates \$ 450 Total Estimated # Hours 36 Total Labor \$ 16,200.00

2. Bill of Material On-line Plus Cost	\$ <u>11,160.00</u>
3. Mob and Demob	\$ <u>3200.00</u>
4. Per Diem Total	\$ <u>1800.00</u>
5. Applicable Sales Tax - 8.9%	\$ <u>2880.04</u>

=====

**OVERALL EXTENDED TOTAL COST INTERMEDIATE ON-LINE BLAST CLEANING BOTH
BOILERS NON COLD IRON \$ 35240.04**
(Also enter this total in Procurement Pricing Question 4)

Expeller Dropchute Off-line Blast Cleaning Requirement Affected Boiler:

1. Labor Cost

(Estimated 1 Shifts of 6 hrs Online Cleaning; 2 number of people)

Hrly Rates \$ 370 Total Estimated # Hours 6 Total Labor \$ 2220.00

2. Bill of Material Online Plus Cost \$ 1860.00

3. Mob and Demob \$ 1800.00

4. Per Diem Total \$ 300.00

5. Applicable Sales Tax -8.9% \$ 550.02

6. Estimated response time to WTE with required blasting supplies: 6-12 hrs

=====

**OVERALL EXTENDED COST EXPELLER DROPCHUTE OFF-LINE BLAST CLEANING
REQUIREMENT AFFECTED BOLIER: \$ 6730.02**

(Also enter this total in Procurement Pricing Question 5)

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of Ten thousand Dollars (\$10,000.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. ONLINC5874DK
(must be in effect at time of bid submittal)

U.B.I. Number 602-784-832

Washington Employment Security Department Number 000-392838-00-4

Washington Excise Tax Registration Number 602784832-001-0002

City of Spokane Business License Number 602-784-832
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Online Cleaning Services, LLC


Signature of Bidder's Authorized Representative

OFFICE Manager
Title

2689 Hwy 20 Marysville, CA 95901
Address

530-741-0873

Phone _____

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

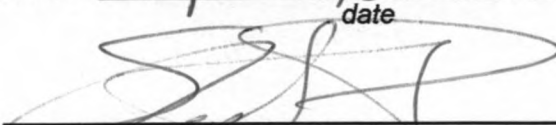
My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

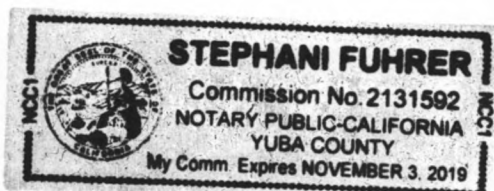
Signed and Sworn To (or Affirmed) Before Me On Sept. 26, 2019
date

(Seal Or Stamp)



Signature of Notary Public

My appointment expires 11-3-19



Bid Response Summary

Bid Number PW ITB 5096-19
Bid Title Boiler Blasting Cleaning Services
Due Date Monday, September 30, 2019 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Online Cleaning Services LLC
Submitted By Rudy Steur - Friday, September 27, 2019 4:20:51 PM [(UTC-08:00) Pacific Time (US & Canada)]
Comments

Question Responses

Reference Number	Question	Response
#1	Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	Spokane Supp Bidder Criteria.pdf
#3	Please Complete and Upload "Bid Proposal Pages #11 - 17 of PW ITB 5096-19 Here.	Spokane pg 11-17.pdf
#4	Please Complete and Upload Bid Form Page #18 of PW IFT 5096-19 Here	Spokane Bid Bond .pdf
#5	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number.	1
#6	There may be a need for unscheduled, emergency off-line blast cleaning service of the Lower Furnace bullnose or Expeller Dropchute should an "expeller-arch" be incurred, in which case response time for off-line blast cleaning services is time critical and crews should be on-site within 12 hours or less of notification. Acknowledge.	Acknowledged
#7	SAFETY TRAINING: Awarded vendor must comply with On Site Safety Training requirements prior to performing any services onsite. All personnel that are to perform on-site services at the WTE Facility must watch 10-minute video that can be accessed via: https://vimeo.com/194591363/b5e0552df3 and must read and complete Attachment B, Contractor On-Site Declaration in addition to watching video.	Acknowledged
#8	Acknowledge that you have read and understand PW ITB 5096-19 Boiler Blast Cleaning Services Bid	Acknowledged
#9	Acknowledge acceptance of Terms and Conditions stated in PW ITB 5096-19 Boiler Blast Cleaning Services Bid	No
#10	Should Bidder have selected "No" to acceptance of Terms and Conditions as set forth in bid document, Bidder must upload requested exceptions document for review here.	Spokane Cover Letter.pdf
#11	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.	Acknowledged
#12	ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD: 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.	
#13	Bidder Has Reviewed "Addendum 1, PW ITB 5096-19 located in "Documents Tab"	Acknowledged
#14	Download "Addendum 1 IRFP 5096-19" From The Bid Documents Tab, Enter Company and Sign, and Upload Here	Spokane Addendum 1.pdf

Pricing Responses

Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
#1	<p>Overall Extended Total Cost Cold Iron Blasting "Inclusive of Tax" FIRM FIXED PRICE (Reference Page 11 of Bid) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	Base	ea	1.00	\$47,611.08	\$47,611.08	
#2	<p>Overall Extended Total Cost Non-Cold Iron Requirements: (Both Boilers) "Inclusive of Tax" FIRM FIXED PRICE (Reference Page 12 of Bid) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates</p>	Base	EA	1.00	\$48,917.88	\$48,917.88	

#3	<p>Overall Extended Total Cost Non-Cold Iron Requirements: (Single Boiler) "Inclusive of Tax" FIRM FIXED PRICE (Reference Page 13 of Bid) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	Base	EA	1.00	\$23,805.54	\$23,805.54
#4	<p>Overall Extended Total Cost Intermediate On-line Blast Cleaning Both Boilers Non Cold Iron Requirement "Inclusive of Tax" FIRM FIXED PRICE (Reference Page 14 of Bid) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	Base	EA	1.00	\$35,240.04	\$35,240.04

#5	<p>Overall Extended Total Cost Expeller Dropchute Off-line Blast Cleaning Requirement Affected Boiler: "Inclusive of Tax" FIRM FIXED PRICE (Reference Page 15 of Bid) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan- book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan- book/per-diem-rates.</p>	Base	EA	1.00	\$6,730.02	\$6,730.02
Total Base Bid	\$162,304.56					

PW INVITATION TO BID

Spokane Solid Waste Disposal, Waste To Energy
City of Spokane, Washington

BID NUMBER: **PW ITB 5096-19**
(Public Works Invitation To Bid)

DESCRIPTION: **Boiler Blast Cleaning Services**

DUE DATE: **MONDAY, September 30, 2019**
No later than 9:00 a.m. Pacific Local Time

CITY OF SPOKANE

REQUEST FOR PUBLIC WORKS BID

USING AIA FORM A201 – 2007

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

REVISED MARCH 18, 2014

INSTRUCTIONS TO BIDDERS

OPTIONAL SITE VISIT. An optional site visit will be Thursday, July 11, 2019, at 10:00 a.m. The location will be the Administration Bldg., Spokane Solid Waste Disposal, Waste To Energy Facility, 2900 S Geiger Blvd, Spokane, WA 99224-5400. As boilers will be in use, the boiler access doors will be closed; Contractors will not be able to see much.

1. **SUBMISSION OF BIDS.**

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 mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted

PREPARATION OF BID ELECTRONIC BID INSTRUCTIONS. Bidders must go online to the City's Bidding Portal (<https://spokane.procureware.com>) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to 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 1:00 p.m. on the bid opening date.

2. **BIDDERS' REPRESENTATION.**

Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with the local conditions under which the work is to be performed.

3. **SUBSTITUTIONS.**

- A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.
- B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

4. **INTERPRETATION.**

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

5. **WITHDRAWAL OF BIDS.**

The bidder may make written request to the City for withdrawal of a sealed electronic bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of one-hundred (100) calendar days after the opening date.

6. **BIDDER PREQUALIFICATION.**

Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, certified or trained workers with project experience and financial ability to insure completion of the work, unless waived by the City. The Firm must be licensed to do business in the State of Washington. The Firm must have at least five (5) years experience in On-Line or Off-Line Boiler Blast Cleaning.

7. **BID SECURITY.**

The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

8. **AWARD OF CONTRACT.**

Award of contract, when made by the City, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.

9. **RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS.**

A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

10. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**

The bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1) Have Industrial Insurance (workers' compensation) coverage for the

bidder's employees working in Washington, as required in title 51 RCW;

- 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
 - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation; and
- F. Until December 31, 2013, not have violated RCW [39.04.370](#) "*Off-Site Prefabricated Non-Standard Project Specific Items*" reporting requirements more than one time as determined by the department of labor and industries.

11. **BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).**

A bidder will be deemed not responsible if:

- A. the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or
- B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision.

Bidder shall submit the completed supplementary bidder responsibility form with any required documentation as part of its bid. The City reserves the right to request further documentation as needed to assess the bidder's responsibility.

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

12. **REJECTION OF BIDS.**

The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

13. **CONTRACTOR REGISTRATION.**

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

14. **EXECUTION OF CONTRACT.**

Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.

15. **PUBLIC WORKS REQUIREMENTS.**

The scope of work for this project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids.

16. **ELECTRONIC BID INSTRUCTIONS.**

Bidders must go online to the City's Bidding Portal (<https://spokane.procureware.com>) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

17. **PREPARATION OF BID ELECTRONIC BID INSTRUCTIONS.**

Bidders must go online to the City's Bidding Portal (<https://spokane.procureware.com>) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

- I. Click on **"Bids"** located on the left hand column.
- II. Find the applicable project and click the **"Project Number"**.
- III. Click on the **"Response"** tab.
- IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on **"Browse"** for each item.

- V. Click on the **“Pricing”** tab and enter pricing as requested. A **“Comment”** field is available if needed.
- VI. Once both the Questions and Pricing information has been entered, the yellow **“Question Response and Pricing Response”** information message will change from incomplete to complete. Then the **“Submit”** button will become available.
- VII. Click the **“Submit Bid”** button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the **“I Accept and Submit this Bid”** button. If you want to remove your bid, click the red **“Withdraw Bid”** button in the **“Response”** tab for the appropriate bid.
- VIII. If you want to remove your bid, click the red **“Withdraw Bid”** button in the **“Response”** tab for the appropriate bid.

SCOPE OF SERVICES

1.1 BACKGROUND AND PURPOSE

The Waste to Energy Facility (WTEF) operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.

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 dryer absorber before entering the fabric filter bag houses.

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 12 days in which both boilers end up being taken off-line. A Non-Cold Iron outage is normally a period of 7 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. Prior to scheduled outages, the Superheater, Gen Bank, Economizer, and Spray Dryer Absorber are blasted while the units are on-line. Following shutdown, the lower furnace bullnose is blasted.

The WTEF also schedules two intermediate on-line cleaning events to be conducted sometime between scheduled outages. This consists of blasting the Superheater, Gen Bank, Economizer, and Spray Dryer Absorber.

There may be a need for unscheduled, emergency off-line blast cleaning service of the Lower Furnace bullnose or Expeller Dropchute should an "expeller-arch" be incurred, in which case response time for off-line blast cleaning services is time critical and crews should be on-site within 12 hours or less of notification

1.2 PERFORMANCE.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the BOILER BLAST CLEANING SERVICES.

1.3 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this PW ITB is tentatively scheduled to begin on or about January 1st, 2020 and to end on December 31st, 2020.

1.4 CONTRACT RENEWALS OR EXTENSIONS

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

1.5 PREVAILING WAGES PRICE ADJUSTEMENTS.

Upon the effective date of revised prevailing wage adopted by the Department of Labor and Industries at the anniversary date of the contract, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other cost except for changes in prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

1.6 ATTACHMENTS APPLICABLE TO PW ITB 5096-19 CAN BE ACCESSED FROM THE "BID DOCUMENTS" TAB WITHIN PW ITB 5096-19. Documents must be downloaded, completed and uploaded to into Procurement via the Question Tab and corresponding question under number stated.

- Supplemental Bidder Responsibility Criteria Form With Work Experience Form
 - Must be completed and uploaded into Procurement via Question Tab, corresponding question #1.
- Mandatory Responsibility Checklist
 - Must be completed and uploaded into Procurement via Question Tab, corresponding question #2.

SCOPE OF SERVICES

1.1 PERFORMANCE.

The City of Spokane, through its Solid Waste Disposal Department (hereinafter "City") is initiating this PW ITB to solicit Bid from Firms interested in providing Boiler Blast Cleaning Services.

1.2 DESCRIPTION.

Boiler Blast Cleaning Services on-line and off-line for the WTEF located in Spokane, Washington at 2900 S Geiger Boulevard. The on-line blast cleaning service is to be performed in accordance with the yearly service schedule provided by WTEF. All blast cleaning is performed after hours. The Contractor must report to WTEF Control Room daily prior to performing any service

1.2.1 COLD IRON.

All on-line blast cleaning services are to be conducted after hours, implied 5:30 P.M; regardless of the day of the week; in four consecutive night shifts "prior" to the outage start date. During the four consecutive night shifts of on-line blast cleaning the following areas of

both boilers will be cleaned on-line: Super Heaters, Generating Sections, Economizers, and Spray Dryer Absorbers (SDAs). At times other areas of cleaning may be needed as well. Off-line blast cleaning shall occur during the nightshift of the first day of the scheduled outage, in which the lower furnace of the first boiler that was taken off-line is to be off-line blast cleaned. Some additional manual cleaning may be required. During the night shift of the second day of the scheduled outage, lower furnace of the second boiler will then be off-line blast cleaned. Some additional manual cleaning may also be required.

1.2.2 NON-COLD IRON (Both Boilers):

All on-line blast cleaning services are to be conducted after hours, implied 5:30 P.M; regardless of the day of the week; in four (4) consecutive night shifts “prior” to the outage start date. During the four (4) consecutive night shifts of on-line blast cleaning the following areas of both boilers will be cleaned on-line: Super Heaters, Generating Sections, Economizers, and Spray Dryer Absorbers (SDAs). At times other areas of cleaning may be needed as well. Off-line blast cleaning shall occur during the nightshift of the first day of the scheduled outage, in which the lower furnace of the first boiler that was taken off-line is to be off-line blast cleaned. Some additional manual cleaning may be required. The Vendor shall then be required to perform off-line blast cleaning services of the lower furnace cleaning of the second boiler during the nightshift of the day it is taken offline. Some manual cleaning may be needed after the unit is shutdown.

1.2.3 SINGLE BOILER.

Vendor would provide on-line blast cleaning services of the following areas: Super Heaters, Generating Sections, Economizers, and Spray Dryer Absorbers (SDAs). At times other areas of cleaning may be needed as well such as off-line blast cleaning of the lower furnace. Some additional manual cleaning may also be required.

1.2.4 INTERMEDIATE ON-LINE BLAST CLEANING FOR BOTH BOILERS

Intermediate on-line blast cleaning will be conducted on-line with no shutdown after hours, implied 5:30 P.M; regardless of the day of the week, during night shifts. The following areas of both boilers will be on-line blast cleaned: Super Heaters, Generating Sections, Economizers, and Spray Dryer Absorbers (SDAs).

1.2.5 EXPELLER DROPCHUTE

Expeller Dropchute Off-line Blast Cleaning will be conducted on the affected boiler's Dropchute encountering an “expeller arch” after hours, implied 5:30 P.M; regardless of the day of the week, during night shifts. Response time is time critical.

2. DURING BLAST CLEANING SERVICES VENDOR SHALL

1. Provide Security watch 24/7 stationed at the mezzanine beginning from the time explosives arrive on site until all explosives are loaded out and hauled off site.
2. Provide ability to load and unload all explosive material and magazines.
3. Provide a “pre-shift” safety briefing every night in the control room prior to the beginning of blast cleaning.
4. Provide Contractor's Safe job procedure including contractor's blasting procedures for performing on-line cleaning
5. Provide “Warning Method with Notification for Detonation”.
6. Provide a predetermined route for explosives into and out of the building with accountability at all times for all blasting caps and explosives
10. Provide notification of proper authorities, agencies, etc.
11. Obtain all required permits and licenses.
12. Ensure personnel are appropriately licensed as required.
13. Obey all safety requirements wearing proper PPE while onsite.

14. Conform to all service agreement requirements.
15. Verify cleanliness of gas passes with on duty WTEF Shift Supervisor utilizing high temp camera.
16. Assume cost to repair damages resulting from blasting such as damaged tubes, blown tubes, or deformed casing and ductwork.
17. Ensure the Superheaters, Generators and Econimizers Banks be cleaned by using the linear 90 degree blasting technology and the SDA's and lower furnace be cleaned using det-cord blasting.

3. **SERVICE SCHEDULE**

On-line blast cleaning services are performed during the weekdays preceding outage dates, as to be noted on outage schedule to be provided by WTEF. To ensure clear communication Vendor shall be in communication with WTEF Assistant Plant Manager (Maintenance Supervisor as an alternate) at least a couple weeks prior to each scheduled outage date to ensure a clear communication as to actual calendar dates to start blast cleaning services. All applicable licenses, notifications, equipment, and safety measures must be established prior to the beginning of the job (delivery of explosives).

WTEF Spokane reserves the right to change the dates of the work scope as needed

4. **FIELD VERIFICATION REQUIRED.**

The Contractor is entirely responsible for inspecting all site conditions prior to submitting a service proposal bid. On-line access i.e. man doors, test ports, bolted doors, and other access ports for on-line cleaning must be verified on site before submitting proposal.

These Next Seven Pages (Pages #11 – 17) Comprising Bid Proposal Must Be Completed and Uploaded Into Procureware Via The Question Tab and corresponding question #3.

BID PROPOSAL

PROJECT: #5096-19 Boiler Blast Cleaning Services

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. Bid prices should have incorporated all travel, lodging cost per <https://www.gsa.gov/travel/plan-book/gsa-lodging>, per diem per <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

January 1, 2020 Through December 31, 2020:

Cold Iron Blasting Service Requirement:

FIRST BOILER:

1. Labor Cost On-line/Off-line Blast Cleaning

(Estimated ___ Shifts of _____ hrs On-line Cleaning; ___ number of people)

(Estimated ___ Shifts of _____ hrs Off-line Cleaning; ___ number of people)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

- | | |
|--|----------|
| 2. Bill of Material On-line Plus Cost | \$ _____ |
| 3. Bill of Material Off-line Plus Cost | \$ _____ |
| 4. Mob and Demob | \$ _____ |
| 5. Per Diem Total | \$ _____ |
| 6. Applicable Sales Tax – 8.9% | \$ _____ |

Extended Total for First Boiler \$ _____

SECOND BOILER:

1. Labor Cost On-line/Off-line Blast Cleaning

(Estimated ___ Shifts of _____ hrs On-line Cleaning; ___ number of people)

(Estimated ___ Shifts of _____ hrs Off-line Cleaning; ___ number of people)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

- | | |
|--|----------|
| 2. Bill of Material On-line Plus Cost | \$ _____ |
| 3. Bill of Material Off-line Plus Cost | \$ _____ |
| 4. Mob and Demob | \$ _____ |
| 5. Per Diem Total | \$ _____ |
| 6. Applicable Sales Tax – 8.9% | \$ _____ |

Extended Total for Second Boiler \$ _____

=====

OVERALL EXTENDED TOTAL COST COLD IRON BLASTING: \$ _____

(Also enter this total in Procureware Pricing Question 1)

Non-Cold Iron Requirements: (Both Boilers)

1. Labor Cost On-line Blast Cleaning Both Boilers/Off-line Blast Cleaning One Boiler
(Estimated _____ Shifts of _____ hrs On-line Cleaning; _____ number of people)
(Estimated _____ Shifts of _____ hrs Off-line Cleaning; _____ number of people)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

2. Bill of Material On-line Plus Cost	\$ _____
3. Bill of Material Off-line Plus Cost	\$ _____
4. Mob and Demob	\$ _____
5. Per Diem Total	\$ _____
6. Applicable Sales Tax - 8.9%	\$ _____

Extended Total for First Boiler \$ _____

1. Labor Cost Off-line Blast Cleaning Other Boiler
(Estimated _____ Shifts of _____ hrs Off-line Cleaning; _____ number of people)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

2. Bill of Material On-line Plus Cost	\$ _____
3. Bill of Material Off-line Plus Cost	\$ _____
4. Mob and Demob	\$ _____
5. Per Diem Total	\$ _____
6. Applicable Sales Tax - 8.9%	\$ _____

Extended Total \$ _____

=====

OVERALL EXTENDED TOTAL COST NON-COLD (Both Boilers): \$ _____
(Also enter this total in Procurement Pricing Question 2)

Non-Cold Iron Requirements: (Single Boiler)

1. Labor Cost On-line Blast Cleaning/Off-line Blast Cleaning One Boiler

SINGLE BOILER:

(Estimated ____ Shifts of _____ hrs On-line Cleaning; ____ number of people)

(Estimated ____ Shifts of _____ hrs Off-line Cleaning; ____ number of people)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

2. Bill of Material On-line Plus Cost \$ _____

3. Bill of Material Off-line Plus Cost \$ _____

4. Mob and Demob \$ _____

5. Per Diem Total \$ _____

6. Applicable Sales Tax - 8.9% \$ _____

=====

OVERALL EXTENDED TOTAL COST FOR NON-COLD IRON REQUIREMENTS (Single Boiler)

\$ _____ (Also enter this total in Procurware Pricing Question 3)

Intermediate On-line Blast Cleaning Both Boilers Non Cold Iron Requirement:

1. Labor Cost On-line Blast Cleaning Both Boilers

(Estimated ____ Shifts of _____ hrs On-line Cleaning; ____ number of people)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

2. Bill of Material On-line Plus Cost \$ _____

3. Mob and Demob \$ _____

4. Per Diem Total \$ _____

5. Applicable Sales Tax - 8.9% \$ _____

=====

**OVERALL EXTENDED TOTAL COST INTERMEDIATE ON-LINE BLAST CLEANING BOTH
BOILERS NON COLD IRON \$ _____**

(Also enter this total in Procurement Pricing Question 4)

Expeller Dropchute Off-line Blast Cleaning Requirement Affected Boiler:

1. Labor Cost

(Estimated ____ Shifts of _____ hrs Online Cleaning; ____ number of people)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

2. Bill of Material Online Plus Cost \$ _____

3. Mob and Demob \$ _____

4. Per Diem Total \$ _____

5. Applicable Sales Tax -8.9% \$ _____

6. Estimated response time to WTE with required blasting supplies: _____

=====

**OVERALL EXTENDED COST EXPELLER DROPCHUTE OFF-LINE BLAST CLEANING
REQUIREMENT AFFECTED BOLIER: \$ _____**

(Also enter this total in Procurement Pricing Question 5)

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of Ten thousand Dollars (\$10,000.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. _____
(must be in effect at time of bid submittal)

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: _____

Signature of Bidder's Authorized Representative

Title

Address

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

BID BOND

We, _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the
payment of which we jointly and severally bind ourselves, and our legal representatives and
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make
timely award to the Principal for the

Boiler Blast Cleaning Services

according to the terms of the bid made by the Principal; and the Principal shall, within the
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on _____

AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF
ATTORNEY must
accompany this bond.

AS SURETY

By: _____
Attorney in Fact

AIA DOCUMENT A201
“GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION”

By reference, the printed document “General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is hereby included and shall be part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner. Copies may also be purchased from the American Institute of Architects or its local distributor.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Change the last sentence in paragraph 1.1.1 to read:

The Contract Documents include Request for Bids, Instructions to Bidders, Bid Proposal Forms, Bid Bond, Performance Bond, Payment Bond and Contractor's Bid.

1.1.1 Add the following to paragraph 1.1.1:

It shall be the responsibility of the Contractor and each subcontractor to appraise themselves of all conditions, limitations and requirements of these documents which are considered a part of each section of each division of this specification as if printed therein.

1.1.1.2 Add a subparagraph 1.1.1.2 to read:

Should conflict occur in or between drawings and specifications, Contractor is deemed to have estimated the more expensive way of doing work unless he asked for and obtained written decision by addenda as to which method or materials will be required.

1.1.1.3 Add a subparagraph 1.1.1.3 to read:

Where the word "similar" occurs on drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relationship to their location and their connection to other parts of the work.

1.1.1.4 Add a subparagraph 1.1.1.4 to read:

Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's responsibilities and duties as specified in the Conditions of the Contract. In no case will "approval" by the Architect be interpreted as an assurance to the Contractor that the requirements of the contract documents have been fulfilled.

1.1.5 Add the following to paragraph 1.1.5

Where on any drawings a portion of work is drawn out and remainder is indicated in outline, the drawn out parts shall apply also to other like portions of the work. Where detail is indicated by starting only, such details shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.

Drawings are in general diagrammatic and do not necessarily show complete details of the work, or materials, and do not necessarily show the construction sequence that may affect the Contractor means and methods. The Contractor shall coordinate to sequence the parts to a completed whole.

1.1.6 Add the following to paragraph 1.1.6:

These specifications are of the abbreviated or "streamlined" type and frequently include incomplete sentences. The word "product" includes materials, systems and equipment. The word "selected" means "selected by the Architect". The word "coordinate" means "satisfactorily combine the work of all trades for a complete and operating installation." Words such as "shall", "the Contractor shall", "shall be", and similar mandatory phrases shall be supplied by inference in the same manner as they are in a note on the drawings. The Contractor shall provide all items, articles, materials, and operations listed, including all labor, materials, equipment and incidentals required for their completion.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add a subparagraph 1.2.1 to read:

Conflicts in the documents shall be brought to the Architect's attention. In the event of conflicts or discrepancies among the contract documents, interpretations will be made by the Architect in accordance with this principle of complementary relationship among documents, with reference to the following priorities if necessary to reach a conclusion:

- a. Modifications.
- b. Agreement.
- c. National, State and Local Codes and Ordinances.
- d. Supplementary Conditions.
- e. General Conditions of the Contract for Construction.
- f. Project Manual and any Addenda. Addenda of later date take precedence over those of earlier date.
- g. Drawings. Drawings of larger scale and greater detail take precedence over drawings of smaller scale and less detail.

1.2.2 Add the following to Paragraph 1.2.2:

Such organization shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

1.2.4 Add a subparagraph 1.2.4 to read:

Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 Add a subparagraph 1.2.5 to read:

The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, it is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work. Should conflict occur in or between drawings and specifications, the Contractor is deemed to have estimated on the more expensive way of doing the work unless it shall have asked for, and obtained a written decision seven (7) calendar days before submission of proposal as to which method or materials will be required. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement to submit to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Owner.

1.2.6 Add a subparagraph 1.2.6 to read:

Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or its proceeding with affected work prior to receiving same shall indicate its acceptance of any and all costs and/or delays required on account of necessary corrections.

ARTICLE 2 - OWNER

2.1 GENERAL

2.1.1 Add a new sentence to read:

The Owner is the City of Spokane, Washington.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.5 Delete subparagraph 2.2.5

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Add the following to subparagraph 3.2.1:

If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the Architect, requesting clarification. If the Contractor proceeds with Work affected by such errors, discrepancies or omissions without receiving such clarification, it does so at its own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Architect, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.4 Add a subparagraph 3.3.4 to read:

The Contractor shall be solely responsible for any claims for wages or compensations by the Contractor's employee, agents, representatives, including subcontractors.

3.3.5 Add a subparagraph 3.3.5 to read:

All grades, levels, bench marks, locations and corners shall be correctly verified by the Contractor.

3.3.6 Add a subparagraph 3.3.6 to read:

In accordance with RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#)(1) and possesses an electrical contractor license, if required by chapter [19.28](#) RCW, or an elevator contractor license, if required by chapter [70.87](#) RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

3.4 LABOR AND MATERIALS

3.4.1 Add the following to subparagraph 3.4.1:

The Contractor shall be solely responsible for all materials and equipment until the completed project is delivered and accepted by the Owner. The Contractor shall, at its own expense, secure and maintain a storage area for his materials and equipment."

3.4.2 Add the following to subparagraph 3.4.2:

After the Contract has been executed the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions set forth in the General Requirements (Division 1 of the Specifications).

- a. Required product cannot be supplied in time for compliance with Contract time requirements.
- b. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized disability as certified by Contractor.
- c. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Architect for redesign, investigation, evaluation, and other necessary services, and similar considerations.

By making requests for substitutions based on the above paragraph, the Contractor:

- a. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- b. represents that it will provide the same warranty for the substitutions as it would have for the product specified;
- c. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

3.5 WARRANTY

3.5 Revise the third sentence to read:

Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Revise the last sentence to read;

The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.1 Add a subparagraph 3.5.1 to read:

The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

The Washington Department of Revenue has issued special rules designed to assist the Contractor in accurately reporting to the Department of Revenue the Contractor's tax liability. Although the Owner may furnish information in the specification regarding the application of state taxes to a particular contract or bid item, it shall be the Contractor's responsibility as to the correct interpretation of the laws and regulations relating to such taxes. Adjustments will not be made in the amount to be paid by the Owner under the contract because of any misunderstanding by the Contractor as to the Contractor's liability for, or the amount of, any taxes. If the Contractor is in doubt as to the tax procedures in any particular case, the Contractor shall consult with the Washington State Department of Revenue.

3.6.2 Add a subparagraph 3.6.2 to read:

The contract sum and any agreed variations thereof shall include all taxes imposed by law, and properly chargeable to the project except Sales Tax. Sales Tax applicable to the contract sum will be collected from the Owner and shall be paid to the State Department of Revenue by the Contractor in conformance with the law. State of Washington Sales Tax shall not be included in the bid price, except that the retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, machinery and equipment, and consumable supplies, such as hand and machine tools, cranes, air compressors, bulldozers, lubricating oil, sandpaper and form lumber which are primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. (WAC-458-20-170).

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

Below is a list of permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of

streets, etc., off of the property arising from construction and completion of work. The Contractor shall furnish to the Owner and the Architect no later than the preconstruction conference the permit numbers for mechanical, electrical, plumbing and any other required permits that must be obtained through governing agencies.

3.9 SUPERINTENDENT

3.9.1 Delete subparagraph 3.9.1 and replace with:

The Contractor shall employ a competent superintendent and necessary assistant who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner and the Architect and shall not be changed except with the consent of the Owner and the Architect, which shall not be unreasonably withheld, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communication given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

3.9.4 Add a subparagraph 3.9.4 to read:

Contractor shall be responsible to fully inform its superintendent of all project progress, problems, decisions, changes, and deficiencies as they happen.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 Add a subparagraph 3.11.1 to read:

Record drawings shall be kept clean, and notations shall be made using clear, concise drafting techniques acceptable to the Architect.

The Contractor shall also maintain at the site for availability of the Owner and/or Architect one copy of all inspection reports and other written communications from the Architect and/or subcontractors, other prime contractors, materials suppliers, etc.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

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.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 Add the following to subparagraph 4.2.1:

If the Owner has not designated an Architect to provide Contract Administration, the word "Architect" shall be read as the Owner's

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

The Bidder shall at time of bid opening submit the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performances of the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless the subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those who are to furnish materials or equipment fabricated to a special design).

Not later than seven (7) days after the date of Notice to Proceed, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

The Contractor shall submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of HVAC (heating, ventilation and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW; or to name itself for the work. The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two (2) or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 Add a subparagraph 5.3.1 to read:

It is the responsibility of any subcontractor whose work must be applied or installed on or within work of other trades to examine conditions affecting its work. The subcontractor should notify the Contractor, in writing, with copy to the Architect, of any unsuitable or improperly prepared surfaces or conditions. Commencing work or absence of notification in writing constitutes acceptance of surfaces or conditions by a subcontractor, and it will be its responsibility to correct any defect in its work appearing thereafter.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

7.1.4 Add a new subparagraph 7.1.4 to read:

The combined overhead and profit included in the total cost to the Owner for a change

in the Work shall be based on the following schedule:

- a. For Contractor, for any work actually performed by Contractor's own forces, fifteen percent (15%) of the direct cost of material and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.
- b. For Contractor, for any work performed by its subcontractor(s), eight percent (8%) of the amount due each subcontractor up to \$50,000 or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.
- c. For each subcontractor (including lower tier subcontractors), for any work actually performed by its own forces, fifteen percent (15%) of the direct cost of materials and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.
- d. For each subcontractor, for any work performed by its subcontractor(s) of any lower tier, eight percent (8%) of the amount due the sub-subcontractor up to \$50,000, or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.

7.2 CHANGE ORDERS

7.2.2 Add a subparagraph 7.2.2 to read:

Any Change Order prepared, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including, but not limited to, all direct, indirect, and consequential costs associated with the change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

7.2.3 Add a subparagraph 7.2.3 to read:

Contractor shall promptly respond to Change Order request for proposal within fifteen (15) days or such longer period as may be mutually acceptable for complex changes.

7.2.4 Add a subparagraph 7.2.4 to read:

The Contractor shall provide a cost breakdown for all adjustments in the contract sum, i.e. Change Orders, Proposals, and Construction Change Directives.

7.3 CONSTRUCTION CHANGE AUTHORIZATION

7.3.6 Revise the last sentence in subparagraph 7.3.6 to read:

Such agreement shall be effective immediately and shall be incorporated into a future Change Order.

7.3.11 Add a subparagraph 7.3.11 to read:

Overhead is defined as costs for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, small tools, safety, insurance and any other cost

incidental to the change in the Work.

ARTICLE 8 - TIME

8.3 DELAYS AND EXTENSIONS OF TIME:

8.3.1 Delete paragraph 8.3.1 and replace with:

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the contractor's control, or by delay authorized by the Owner pending mediation and arbitration or by other causes which may justify delay as determined both by the Architect and Owner, then the Contract Time shall be extended by Change Order for such reasonable time.

8.3.4 Add a subparagraph 8.3.4 to read:

The Contract time shall be adjusted only for changes in the work pursuant to Article 7, and excusable delay pursuant to this Paragraph 8.3 as determined by the Architect. In the event the Contractor requests an extension of the contract time, it shall furnish the justification and supporting evidence as the Architect may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under this Contract. After receipt of such documentation, the Architect shall make its findings of fact and so advise the Contractor in writing. The determination shall be based upon the approved Contractor's schedule current at the time of the delay.

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

8.4.1 Time is of the essence of the contract. Delays inconvenience the traveling public, obstructing traffic, interfere with daily commerce, and increase risk to the traveling public. Delays also cost taxpayers undue sums of money, adding time needed for administration, engineering, inspections and supervision.

8.4.2 Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the work on time, the Owner has adopted liquidated damages for this Work as set forth in the bid proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1 Delete paragraph 9.1 and replace with:

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the

Work under the Contract Documents. The Contract Sum and adjustment thereof shall include all taxes imposed by law except the Washington State Sales Tax, which will be paid by the Owner to Contractor, who shall pay tax to the State of Washington in accordance with the law.

9.3 APPLICATIONS FOR PAYMENT

9.3.4 Add a subparagraph 9.3.4 to read:

The Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Five percent (5%) will be held as retainage pursuant to chapter 60.28 RCW.

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to chapter 60.28 RCW there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the Work a sum not to exceed five percent (5%) of the monies earned by the Contractor. The retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to Title 82, RCW which may be due from such Contractor, and (2) of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon the contract or the doing of the work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying on the work. Release of retainage will be made forty five (45) days following final acceptance of the work provided the following conditions are met:

- a. The City has received from the Contractor and each subcontractor a copy of a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.
- b. On contracts greater than \$35,000, the City has received a release of liability from the State Department of Employment Security.
- c. On contracts greater than \$35,000, the City has received a release of liability from the State Department of Labor and Industries.
- d. On contracts greater than \$35,000, the City has received a release from the State Department of Revenue.
- e. No claims, as provided by law, have been filed against the retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the retainage which is less an amount sufficient to pay the claim and potential legal costs.

9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Owner shall require the Contractor and each subcontractor to submit a Statement of Intent to Pay Prevailing Wages to the Owner's

Accounting Department which has been approved by the State Department of Labor and Industries before submittal. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim (invoice) submitted by a Contractor for payment on a project estimate shall have a certification which states that the prevailing wages have been paid in accordance with the prefiled Statement(s) of Intent to Pay Prevailing Wages. Below is an example of the certification which is to appear on each voucher claim (invoice) submitted by the Contractor for payment.

CERTIFICATE

I certify that wages have been paid in accordance with the Statement (s) of Intent to Pay Prevailing Wages previously certified and filed pursuant to this contract.

By: _____ Date: _____

The fee for the approval of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages is forty dollars (\$40.00) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor. In order to receive this reimbursement the Contractor will be required to submit to the Owner prior to final acceptance of the Work a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act (chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use or storage.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:

- 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 or Stop Gap Insurance in the

Amount of one million (\$1,000,000);

- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than three million (\$3,000,000) each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees and the Architect are additional insureds but only with respect to the Contractor's services to be provided under the contract;
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- 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 contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additionally insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

11.4 PERFORMANCE AND PAYMENT BOND

11.4 Delete entirely and revise to read:

The Contractor shall furnish at its sole cost, a performance bond and a payment bond to the Owner on the form to be provided by the Owner, each equal to one hundred percent (100%) of the contract price. The bonds are to insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bonds are to be executed by a surety company authorized to do business as a surety in Washington State, and shall remain in effect for one (1) year following the Owner's final acceptance of the Work. Unless approved by the Owner, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570 as amended.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

13.9 Add a paragraph 13.9 to read:

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

13.10 Add a paragraph 13.10 to read:

APPRENTICES. For all public works estimated to cost six hundred thousand dollars (\$600,000.00) or more, the Contractor is required to have no less than fifteen percent (15%) of the labor hours performed by apprentices.

13.11 Add a paragraph 13.11 to read:

WORKERS' HOURS. Notwithstanding the provisions of RCW 49.28.010 through 49.28.060, a contractor or subcontractor in any public works contract subject to those provisions may enter into an agreement with his or her employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employee work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28.020 shall not apply to the hours, up to forty hours per week, worked pursuant to agreements entered into under this section.

13.12 Add a paragraph 13.12 to read:

PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities

where this contract will be performed will be determined by the Industrial Statistician of the Department of Labor and Industries.

- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is MONDAY, September 30, 2019.

- C. As the successful Bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.
- D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6065 or Washington State Department of Labor and Industries, (509) 324-2586.
- E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.
- F. The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" shall identify and report information required on the affidavit of wages paid form filed with the Department of Labor and Industries. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item" on the affidavit of wages paid.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over \$1 million entered into by the Owner and Contractor between September 1, 2010 through December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific items" means products or items that are:

- a) Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work;
- b) Produced specifically for the public work and not considered to be regularly available shelf items;
- c) Produced or manufactured by labor expended to assemble or modify standard items; and
- d) Produced at an off-site location outside Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on the affidavit of wages paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific" items:

- a) The estimated cost of the public works project;
- b) The name of the awarding agency and the project title;

- c) The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside of Washington State, including labor and materials; and
- d) The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.5.2 Add the following to subparagraph 15.1.5.2:

Source of the weather data to be used in documenting weather delays will be the National Oceanic and Atmospheric Administration (NOAA).

15.2 INITIAL DECISION

15.2.8 Delete subparagraph 15.2.8.

15.4 ARBITRATION

15.4.4 Delete Subparagraph 15.4.4.

END OF SUPPLEMENTARY GENERAL CONDITIONS



Agenda Sheet for City Council Meeting of:
11/11/2019

<u>Date Rec'd</u>	10/25/2019
<u>Clerk's File #</u>	OPR 2019-0959
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	PW ITB 5101-19
<u>Requisition #</u>	2020 FUNDS

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	CHRIS AVERYT 625-6540
<u>Contact E-Mail</u>	CAVERYT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4490 CONTRACT FOR CRANE/HOIST/TROLLEY/LIFELINE MAINTENANCE AT THE WTE

Agenda Wording

Contract for Crane/Hoist/Trolley and Lifeline Preventative Maintenance/Inspections with WEMCO, Inc. of Spokane, WA. Term from January 1, 2020 through December 31, 2020 with an annual cost of \$60,000.00 including taxes.

Summary (Background)

The WTE Facility utilizes cranes in many different areas. All of this equipment requires quarterly inspections and as-needed repairs by certified inspectors and technicians. On September 30, 2019 bidding closed on PW ITB 5101-19 for these services on all of the cranes utilized excluding the two new refuse-handling bridge cranes. WEMCO, Inc. was the only response received. The contract will have the option of four (4) additional one-year contract periods.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense \$ 60,000.00		# 4490-44100-37148-54803-34002
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u> PIES 10/28/2019
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org
<u>Additional Approvals</u>		tprince@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org
		mhumphrey@wemcoinc.com

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Crane/Hoist/Trolley and Lifeline Preventative Maintenance/Inspections at the WTE
Date:	October 28, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract to ensure safe and continued uninterrupted operations.

Background/History:

The WTE Facility utilizes cranes in many different areas, including double girder top-riding cranes, in-house monorail cranes and two lifeline cranes in its operations. All of this equipment requires quarterly inspections and as-needed repairs by certified inspectors and technicians.

On September 30, 2019 bidding closed on PW ITB 5101-19 for these services on all of the cranes excluding the two new refuse-handling bridge cranes. WEMCO, Inc. of Spokane, WA was the only response received. The contract will span from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year extensions. The annual cost should not exceed \$60,000.00 including tax.

Executive Summary:

- Contract for Crane/Hoist/Trolley and Lifeline Preventative Maintenance at the WTE per PW ITB 5101-19.
- WEMCO, Inc. of Spokane, WA was the only response received.
- The contract will span from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year extensions
- The annual cost should not exceed \$60,000.00 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 operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

PUBLIC WORKS CONTRACT

Title: **CRANE PREVENTATIVE MAINTENANCE
INSPECTIONS AND SERVICE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WEMCO, INC.**, whose address is 5510 West Thorpe Road, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **QUARTERLY CRANE/HOIST/TROLLEY AND LIFELINE PREVENTATIVE MAINTENANCE INSPECTIONS AND UNSCHEDULED SERVICES, PW ITB 5101-19.**
2. **CONTRACT DOCUMENTS.** 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 Solid Waste 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. **TERM.** The term of this Contract begins on January 1, 2020, and ends on December 31, 2020 unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four additional one year renewals.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**, not including applicable taxes, unless modified by a written amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. 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.

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment/performance bond on the forms 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.

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

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

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the 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.

14. PUBLIC WORKS REQUIREMENTS. 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.

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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.

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

17. **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.

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

19. ASSIGNMENTS. 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.

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

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

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

27. MODIFICATIONS. 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.

28. INTEGRATION. 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.

29. **FORCE MAJEURE**. Neither party shall be liable to the other for any failure or delay in 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.

WEMCO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment/Performance Bond
Certification Regarding Debarment

PAYMENT / PERFORMANCE BOND

We, WEMCO, INC., as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **QUARTERLY CRANE/HOIST/TROLLEY AND LIFELINE PREVENTATIVE MAINTENANCE INSPECTIONS AND UNSCHEDULED SERVICES, PW ITB 5101-19**. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

WEMCO, INC.,
AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

**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 certifies, 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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Bid Response Summary

Bid Number PW ITB 5101-19
Bid Title Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance Inspections and Unscheduled Services
Due Date Monday, September 30, 2019 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Wemco Inc.
Submitted By Matt Humphrey - Monday, September 30, 2019 8:37:57 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments

Question Responses

Reference Number	Question	Response
#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	Wemco Inc.
#2	The Contractor agrees that its Bid will not be withdrawn for a minimum of one-hundred (100) calendar days after the stated submittal date.	Yes
#3	For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. Do you request 10% retainage in lieu of Bond?	No
#4	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Yes
#5	Bidder realizes if it did not attend the Mandatory Pre Bid on date: July 12, 2019, it will be non-responsive, and therefore, cannot submit a bid. Acknowledge.	Yes
#6	Did Bidder Attended Mandatory Pre Bid?	Yes
#7	Bidder Has Reviewed Addendum 1, PW ITB 5101-19" located in "Documents Tab"	Yes
#8	Download "Addendum 1 PW ITB 5101-19" From The Bid Documents Tab, Enter Company and Sign, and Upload Here	Addendum 1 ITB 5101-19 - Signed.pdf
#1	Bidder Acknowledges: The Waste to Energy Facility (WTEF) operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	Yes
#2	Bidder Acknowledges: 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 dryer absorber before entering the fabric filter bag houses.	Yes

#3	Bidder Acknowledges: The City of Spokane, Solid Waste Disposal, Waste to Energy Facility (WTEF) is seeking bids from firms interested in providing Scheduled Inspections and Preventative Maintenance and Unscheduled Non-Emergency and Emergency Services pertaining to: one (1) KoneCrane double girder top riding crane, two (3) in-house made monorail cranes, and two (2) Sala manufactured Lifelines.	Yes
#1	CONTRACTOR'S REPRESENTATION: The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed. Acknowledged	Yes
#2	QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment and experience and financial ability to insure completion of the Work, unless waived by the City. Acknowledged	Yes
#3	AWARD OF CONTRACT. Award of contract, when made by the City, will be to the lowest responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results . Acknowledged	Yes
#4	PAYMENT. Payment will be made via direct deposit/ACH after receipt of Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Contractor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. . Acknowledged	Yes
#5	REJECTION OF BID. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown. Acknowledged	Yes
#6	REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal. Acknowledged	Yes
#7	PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond form a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020. by either of the following: 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.	Yes

#8	CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City. Acknowledged	Yes
#9	BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor 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 Vendor 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	Yes
#10	Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	Supplemental Bidder Responsibility Criteria (3) (1) - Signed.pdf
#12	SAFETY TRAINING: Awarded vendor must comply with On Site Safety Training requirements prior to performing any services onsite. All personnel that are to perform on-site services at the WTE Facility must watch 10-minute video that can be accessed via: https://vimeo.com/194591363/b5e0552df3 and must read and complete Attachment B, Contractor On-Site Declaration in addition to watching video.	Yes
#1r	SCOPE OF WORK. The Contractor shall furnish all supervision, administration, labor, tools, materials and all necessary supplies and incidentals to complete the service described herein, unless other arrangements are agreed upon in specific work scope Acknowledged	Yes
#2r	PERIOD OF PERFORMANCE: The period of performance of any contract resulting from this PW ITB is tentatively scheduled to begin on or about January 1, 2020 and to end on December 31, 2020.	Yes
#3	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.	Yes
#4	LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date. Acknowledged	No
#5	MAINTENANCE & REPAIR SERVICES Any maintenance or repair services are subject to prevailing wage rates.. Acknowledge.	Yes

#6	<p>PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 9/30/19. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages. Acknowledged</p>	Yes
#7	<p>PREVAILING WAGES PRICE ADJUSTMENTS: Upon the effective date of revised prevailing wage adopted by the Department of Labor and Industries at the anniversary date of the contract, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other cost except for changes in prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in change order. To the extent that the contract sum changes, a change order will be issued as appropriate</p>	Yes
#8	<p>FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars (\$20) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.</p>	Yes
#9	<p>INTENTS & AFFIDAVITS FOR REPAIR SERVICES: Each repair made to the Access Control system during the contract period will require Statement of Intent to Pay Prevailing Wages' and 'Affidavit of Wages Paid' that has been approved by the Department of Labor and Industries to be submitted. Acknowledge</p>	Yes
#10	<p>INTENTS & AFFIDAVITS FOR REPAIR SERVICES: 1. Repair and maintenance service requests under \$2,500.00 with no-subcontractors must be completed utilizing the Small Works Public Works Contract form as provided in "Documents Tab" and Submitted with Invoice.</p>	Yes
#11	<p>INTENTS & AFFIDAVITS FOR REPAIR SERVICES: 2. If the repair is above \$2,500.00 or includes subcontractors the Supplier must submit a single Intent to Pay Prevailing Wages for the contract period and a Affidavit of Wages for each visit to the Department of Labor & Industries. Acknowledge</p>	Yes
#12	<p>INTENTS & AFFIDAVITS FOR REPAIR SERVICES: 3. The City of Spokane must have a copy of the approved forms before it can make payment(s) to the Supplier. Acknowledge</p>	Yes

#13	INTENTS & AFFIDAVITS FOR REPAIR SERVICES: 4. The applicable wage rate for the repair is the contract period that is in effect. Acknowledge.	Yes
#14	WASHINGTON STATE RETAIL SALES TAX. A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law. B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item. Acknowledged	Yes
#15	PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010. Acknowledged	Yes
#16	RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I). b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the Retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs. Acknowledged	Yes
#17	PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies. Acknowledged	Yes

#18	<p>GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. Acknowledged</p>	Yes
#19	<p>SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. Acknowledged</p>	Yes
#20	<p>INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract; c. 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 the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance. Acknowledged</p>	Yes
#1	<p>PERFORMANCE. The Contractor will furnish all supervision, administration, labor, tools equipment, materials and all necessary supplies, incidentals, permits, organization. to complete the Scope of Work service described herein, unless other arrangements are agreed upon in specific work scope. Any Mobilization or Demobilization charges but be all inclusive, i.e. fee to include supervision, administration, labor, tools, and any other charges. All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates. Acknowledge.</p>	Yes

#2	The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years experience in Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance Inspections and Repair Service.	Yes
#3	SCOPE OF WORK: Provide certified inspectors and qualified technicians to perform Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance Inspections and Unscheduled Service Call for the Waste to Energy Facility (WTEF) located in Spokane, Washington at 2900 S Geiger Boulevard. Inspections shall be in accordance, but not limited to: Crane Manufacturers Association of America (CMAA), Standards and Guidelines for Professional Services Performed on Overhead and Traveling Cranes and Associated Hosting Equipment; CMAA Speciation # 78 Release 2002; Manufacturer Recommendations; ANSI, HMI, ISO 9000, NEC, WAC, and OSHA Codes and/or standards. Acknowledge.	Yes
#3.1	The Contractor must report to WTEF Control Room prior to performing any service	Yes
#3.2	SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service Monorail, Harrington Crane, 3 Ton. Use Location Spans from Level 5 – 9. WTEF Identification Number: H10-109-200. Acknowledge.	Yes
#3.3	SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service KoneCranes, Double Girder Top Riding; Hoist/Trolley, 16 Tons, Serial Number A3739. Use Location Turbine Room. WTEF Identification Number: 11-565-600. Acknowledge.	Yes
#3.4	SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service crane, Monorail, Coffing, 2 Tons, Serial Number C3D159TM. Use Location WTEF's WACP Building. WTEF Identification Number: 00004. Acknowledge.	Yes
#3.5	SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service crane, Monorail, Coffing, 2 Tons, Serial Number EC#D160TM. Use Location WTEF's WACP Building. WTEF Identification Number: 00005. Acknowledge.	Yes
#3.6	SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service Sala Lifelines, Model 7603260, Lot# 14329235 length 260 Feet. Use Location Level 5 Charging Deck. Quantity Two (2) Lifelines. Acknowledge.	Yes
#4	SCHEDULED SERVICES QUARTERLY CALENDAR INSPECTIONS/PREVENTATIVE MAINTENANCE OF one (1) KoneCrane double girder top riding crane, two (3) in-house made monorail cranes, and two (2) Sala manufactured Lifelines: To ensure clear communication Vendor shall be in communication with WTEF Maintenance Supervisor approximately one month prior to each calendar quarter to schedule inspections. WTEF Spokane reserves the right to change the dates of the work scope as needed. Each inspection is to be customized to fit the applicable crane; which includes data on the mechanical, structure and electrical aspects of the cranes. Acknowledged.	Yes
#4.1	SCHEDULED SERVICES QUARTERLY CALENDAR INSPECTIONS/PREVENTATIVE MAINTENANCE OF one (1) KoneCrane double girder top riding crane, two (3) in-house made monorail cranes, and two (2) Sala manufactured Lifelines: It is estimated the annual total number of hours required to completed all four quarterly preventative maintenance inspections 120 hours. Acknowledge	Yes

#4.2	INSPECTOR QUALIFICATION: The inspections shall be performed by "Certified Crane Inspectors" whom exceed industry qualification standards such as CMAA Spec 78. A crane inspector shall have a minimum of 2,000 field hours of experience related to the maintaining, servicing, repairing, modifying and functional testing of cranes and associated hoisting equipment...Under no circumstances should an individual be permitted to perform inspections who has not received appropriate training and cannot demonstrate a working knowledge of applicable codes and regulations and of the product being inspected. CMAA Spec 78 2.2 . Acknowledge.	Yes
#4.3	INSPECTION: • Inspect all equipment oil and lube reservoirs levels and report any excessive leakage. Acknowledge.	Yes
#4.4	INSPECTION: • Visually inspect the sheaves, drums, wheels, and bearings for general conditions and proper lubrication. Acknowledge.	Yes
#4.5	INSPECTION: • Inspect the wire rope for any signs of kinking, crushing, cutting, bird caging, corrosion, or other unusual wear. Acknowledge.	Yes
#4.6	INSPECTION: • Visually inspect the load block and hook for any excessive wear; such as bending, twisting, cracks, grooves, or increased throat opening.	Yes
#4.7	INSPECTION: • Visually inspect the external components of the hoists, trolley frames, catwalks, and handrails for loose bolts, broken parts, misalignments, broken welds, or any other unusual conditions. Acknowledge.	Yes
#4.8	INSPECTION: • Check entire unit for smoothness of operation and proper pendant/transmitter identifications.. Acknowledge.	Yes
#4.9	INSPECTION: • Open control boxes and check all contactors, relays, timers, etc..., for proper operation, loose or broken connections. Acknowledge. •	Yes
#4.10	INSPECTION: • Inspect all safety devices, i.e. limit switches, for proper operation.	Yes
#4.11	INSPECTION: • Inspect external motors, couplings, and wiring for wear and deterioration. Check motor stator, windings, and operations of all motors in general. Acknowledge.	Yes
#4.12	INSPECTION: • Inspect general condition of the end stops, rail sweeps, drop lugs, and shock absorbing bumpers. Acknowledge.	Yes
#4.13	INSPECTION: • Visually inspect motor brakes for proper operation or possible need of adjustment or replacement of brake discs, studs, coils, shoes, etc. Acknowledge.	Yes
#4.14	INSPECTION: • Inspection of collector shoes, brushes, or wheels for signs of arcing and/or wear. Acknowledge	Yes
#4.15	INSPECTION: • All items found during inspections which constitute a safety hazard will be documented on a safety summary report and submitted to customer management before Inspector leave the customer's facility. Acknowledge.	Yes
#4.16	PREVENTATIVE MAINTENANCE: Preventative Maintenance service includes all lubrication materials. Acknowledged.	Yes
#4.17	PREVENTATIVE MAINTENANCE: • All components requiring lubrication. Acknowledge	Yes
#4.18	PREVENTATIVE MAINTENANCE: • Control stations and wireless controls for operation and safety functions. Acknowledge.	Yes
#4.19	PREVENTATIVE MAINTENANCE: • All wear items for signs of fatigue or excessive wear	Yes

#4.20	PREVENTATIVE MAINTENANCE: • All structure and supports visually for failures. Acknowledge.	Yes
#4.21	PREVENTATIVE MAINTENANCE: • Hooks and lifting devices. Acknowledge.	Yes
#4.22	PREVENTATIVE MAINTENANCE: • Load chains or wire ropes. Acknowledge.	Yes
#4.23	PREVENTATIVE MAINTENANCE: • All limit switches and safety devices. Acknowledge.	Yes
#4.24	PREVENTATIVE MAINTENANCE: • Motor brake for operation and adjustments. Acknowledge.	Yes
#4.25	PREVENTATIVE MAINTENANCE: • If any of the above items require immediate service, Contractor will perform adjustments and any lubrication needed. Acknowledge.	Yes
#4.26	PREVENTATIVE MAINTENANCE: Contractor will submit a record of the inspection and maintenance for each crane clearly identifying all items lubricated and serviced. Acknowledge.	Yes
#4.27	REPORTING AND DETAIL SCOPE: Vendor shall provide a written report to the WTEF Maintenance Manager after completing cranes and lifeline inspections, and requests for services. Acknowledged.	Yes
#4.28	REPORTING AND DETAIL SCOPE • Equipment list: Provide a list of all cranes inspected and identify location and serial numbers. Acknowledge.	Yes
#4.29	REPORTING AND DETAIL SCOPE • Condition Summary: Provide a report in graph format that lists cranes from worst condition to best by rating the condition on a scale from 0 to 100. This report can be used as a "report card" on the contractor's performance to indicate improved condition of the cranes from one inspection to the next.. Acknowledge.	Yes
#4.30	REPORTING AND DETAIL SCOPE • Crane Condition: Provide an individual detailed component condition report for each crane. Each report must be customized to only show components for that specific crane. Component conditions are rated on a 1 to 10 scale so that any changes in condition can monitored and acted on, in most cases before a breakdown occurs. Acknowledge.	Yes
#4.31	REPORTING AND DETAIL SCOPE • Work Orders: Provide a work order report that lists the deficient components with their associated priority code (Safety or Production related) that will assist the end-user with determining the order and importance of repairs that need to be made. Acknowledge.	Yes
#4.32	REPORTING AND DETAIL SCOPE • Online documentation for above items via the internet for inspection results for categories above. Acknowledge.	Yes
#4.33	INSPECTION AND REPAIR PROCESS: Contractor shall provide an Inspection and Repair Process Report that lists a condition and safety score of all equipment inspected. Equipment Score is calculated by comparing the arithmetic average on the Conditions Summary scores over previous inspections. Safety Score is the total number of safety deficiencies found during subsequent inspections. Based on annual inspection and condition of each crane determine the recommended maintenance required on each piece of equipment and present each location with a customized quote for maintenance services. This will include pricing and recommendation on when inspection intervals should be performed based on the usage of each crane.	Yes

#4.34	INSPECTION AND REPAIR PROCESS: • Consultation and Repairs: Provide consultation and recommendations with fixed price quotes to perform repairs for deficiencies found on inspection for each location. Provide timeline of when the deficiencies should be performed. Acknowledge.	Yes
#4.35	INSPECTION AND REPAIR PROCESS: • Business Review: Provide a semi-annual report in presentation format that gives a breakdown of all crane related expenses for the year – Inspections, Planned Repairs, Emergency Repairs, Parts, Modernizations and New Equipment. Provide recommendations for budgetary planning of maintenance costs and long term planning. Acknowledge.	Yes
4.36	INSPECTION AND REPAIR PROCESS: • Quality Control: Provide a report that lists a condition and safety score of all equipment inspected. Equipment Score is calculated by comparing the arithmetic average on the Conditions Summary scores over previous inspections. Safety Score is the total number of safety deficiencies found during subsequent inspections. Acknowledge.	Yes
#5	UNSCHEDULED SERVICES: Comprised of Non-Emergency or Emergency. Acknowledged.	Yes
#5.1	REPAIR TECHNICIAN QUALIFICATION: A crane technician should have relevant work experience in maintaining, servicing, repairing and modifying cranes...Under no circumstances should an individual be permitted to perform repairs who has not received appropriate training. CMAA 78 2.1 shall be the guide . Acknowledge.	Yes
#5.2	UNSCHEDULED NON-EMERGENCY: Contractor shall be on site with 24 hours, unless a different response is mutually agreed upon and coordinated between Contractor and WTEF Maintenance Supervisor. On average it is estimated that there are 5 are Non-Emergency Calls per year, that could result in an estimated annual total of 50 hours more or less. Acknowledge.	Yes
#5.3	UNSCHEDULED EMERGENCY: Twenty-four hours, seven days a week and three hundred and sixty-five days a year emergency service shall be required in the event of unplanned crane failure. A minimum response time of 4 hours shall be guaranteed. Contractor shall be able to onsite at WTEF within four (4) hours after being notified of an Emergency Services Notification. Contractor must be able to maintain the 4-Hour Emergency Response 24-hours a day, seven-days a week, 365 days a years. Acknowledge.	Yes
#5.4	UNSCHEDULED EMERGENCY: Emergency Calls, Contractor shall be on site within 4 hours of notification. On average it is estimated that there are 4 Emergency Calls per year, that could result in an estimated annual total of 45 hours more or less. Acknowledged.	Yes
#6	Download "Pricing Pages PW ITB 5101-19" From The Bid Documents Tab, Complete And Upload Here	1033_001.pdf
#1	Washington State Contractor's Registration Number	WASHIEM099QK
#2	U.B.I. Number	601-174-038
#3	Washington Employee Security Department Number	560,436-00
#4	Washington Excise Tax Registration Number	601-174-038
#5	City of Spokane Business Registration Number	T12003901BUS
#1	Download "Subcontractor List Form, "From The Bid Documents Tab, Complete And Upload Here. If No Subcontractors Will Be Used State This On The Form. And Then Upload Form.	Subcontractor List under \$1M (1) (2).docx

#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	City Submittal.pdf
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July 10, 2019

ADDENDUM NO. 1 PW ITB 5101-19

PW ITB 5101-19 Addendum 1

Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance Inspections and Unscheduled Services

MADATORY PRE-BID CONFERENCE. A mandatory pre-bid conference was conducted on Friday, July 12, 2019, at 10:00 AM, 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. Bidders asked no questions.

WALK DOWN

- 1) A walk-down of the Level 3 was conducted pointing out:

SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service KoneCranes, Double Girder Top Riding; Hoist/Trolley, 16 Tons, Serial Number A3739. Use Location Turbine Room. WTEF Identification Number: 11-565-600.

- 2) A walk-down of the Level 5 was conducted pointing out:

SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service Sala Lifelines, Model 7603260, Lot# 14329235 length 260 Feet. Use Location Level 5 Charging Deck. Quantity Two (2) Lifelines.

It was stated Contractor could have crane access to inspect all access points. Contractor must first coordinate with WTEF Shift Supervisor "and" WTEF Control Room, to ensure lock out.

- 3) A walk-down of the Level 5 to Level 9 was conducted pointing out:

SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service Monorail, Harrington Crane, 3 Ton. Use Location Spans from Level 5 – 9. WTEF Identification Number: H10-109-200. Acknowledge.

- 4) A walk-down of the Level 7 was conducted pointing out:

SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service crane, Monorail, Coffing, 2 Tons, Serial Number EC#D160TM. Use Location WTEF's WACP Building. WTEF Identification Number: 00005. Use Location Spans from ground to Level 7.

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 7/31/2019 at 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.

WEMCO Inc.

The undersigned acknowledges receipt of this Addendum.

Matthew L Humphrey


Digitally signed by Matthew L. Humphrey
DN: c=US, E=mlhumphrey@wemcoinc.com, O=Wemco Inc., CN=Matthew L. Humphrey
Reason: I am approving this document
Date: 2019.09.30 07:32:33-0700

Company

Signature

PWITB 5101-19
Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance
Inspections and Unscheduled Services

July 12, 2019 10:00AM
Pacific Local Time

Company Name	Individual's Printed Name	Signature	Email address
WTF Spatone	Forest McHenry		Fmshenry@spatone.com
VANPORT/WAITING	PAUL JONES		PJONES@WAITINGSERVICES.COM
WEMCO INC	Math Humphrey		MHumphrey@WEMCOINC.COM
WEMCO INC	Justin Almeida		JAlmeida@WEMCOINC.COM
WEMCO INC	Josh Morris		JMorris@WEMCOINC.COM
WEMCO INC	Danny Bradburn		Dbradburn@WEMCOINC.COM
WTF City of Sp2	Rick Rendon		RREN@CITYOFSP2.COM

BID PROPOSAL

PROJECT: #5101-19; Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance Inspections and Unscheduled Services

Bidder's Declaration.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following prices:

SCHEDULED SERVICES		
Annual Total Cost Comprised Of The Four (4) Quarterly Preventative Maintenance Inspections Per Calendar Year "Inclusive of all materials, labor, travel cost; and tax 8.9% as applicable"	\$50,148.45	Annually
	All Inclusive Yearly-Quarterly Preventative Maintenance Inspection Cost.	
Unscheduled Non-Emergency	Non-Emergency Repairs. Contractor shall be on site with 24 hours, unless a different response is mutually agreed upon and coordinated between Contractor and WTEF Maintenance Supervisor. On average it is estimated that there are 5 are Non-Emergency Calls per year that could result in an estimated annual total of 50 hours more or less.	
Unscheduled Emergency	Emergency Calls, Contractor shall be on site within 4 hours of notification. On average it is estimated that there are 4 Emergency Calls per year, that could result in an estimated annual total of 45 hours more or less.	
Straight Time Rate	\$156.25 Hourly Rate (6:00am – 4:30pm)	
Overtime Rate	\$234.37 Hourly Rate (4:30pm – 6:00am)	
Emergency Work Rate/After Straight Rate	\$234.37 Hourly Rate (4:30pm – 6:00am)	
Straight Time Rate	\$156.25 Hourly Rate (6:00am – 4:30pm)	
Holiday Rate	\$312.50 Hourly Rate	
Travel Cost Per Unscheduled Service	\$0.00 (No Charge)	
Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service	15%	
Applicable Tax	8.90%	

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

Name of Bidder: WEMCO Inc. _____

Matthew J. Humphrey

Signature of Bidder's Authorized Representative

Project Manager

Title

5510 W. Thorpe Rd., Spokane, WA, 99224

Address

(509) 244-4773

Phone

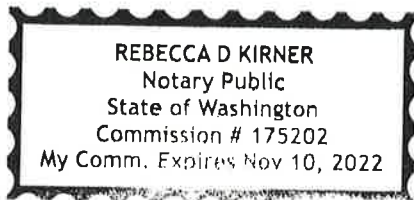
IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On September 30th, 2019

date

Rebecca D. Kirner

Signature of Notary Public



My appointment expires 11/10/22

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

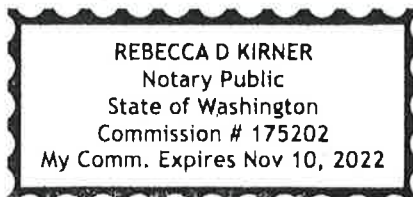
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On September 30th, 2019
date



Rebecca D. Kirner
Signature of Notary Public

My appointment expires 11/10/22




City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

Bidders shall complete, sign and submit this form with attachments with Bid.	
Project Name: Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance Inspections and Unscheduled Services	
Project # PW ITB 5101-19	
Part A: General Company Information	
Company Name: WEMCO Inc.	
Address: 5510 West Thorpe Road, Spokane, WA 99224	
Contact Name and Title: Matt Humphrey, Project Manager	
Contact Phone: (509)244-473	Contact E-mail: mhumphrey@wemcoinc.com
Years in business as a Prime Contractor: 30	Years in business as a sub-contractor: 30
Years in business under present Name: 30	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years: N/A	
Explain reason for name change(s) in the past five (5) years	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required 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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement 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 safety 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.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 evaluate 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 the previous five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will 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 is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.	
Third Party Professional Engineer Error in Analysis - Unsettled	
Part L: Delinquent State Taxes	
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the 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 RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.	
See ISO Forms PUR-P-001 & PUR-F-001	
Signature	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
 <div> Digitally signed by Matthew L. Humphrey DN: C=US, E=mhumphrey@wemcoinc.com, O=Wemco Inc., CN=Matthew L. Humphrey Reason: I am approving this document Date: 2019.09.30 08:33:45-07'00' </div>	
Printed Name of Authorized Representative	Title
Matthew L. Humphrey	Project Manager

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.

PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
WEMCO Inc.		Juston Rouse, (509)244-4773	
Project Name		Project Contract Number	
Priest Rapids Gantry Rehab.		230-3964	
Project Owner		Project Location	
Grant County PUD		Priest Rapids Dam, Grant/Yakima Counties WA.	
Project Owner Contact Name & Title		Owner's Telephone Number	
Johnathan Blake, Mechanical Engineer		509-431-8711	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
4/24/2015	9/1/2019	\$1,796,411.30	!1,890,398.74
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	

Brief Project Description

Rehabilitation of 2 Gantry at Priest rapids Dam. One 25Ton Upstream Gantry and one 35Ton Downstream Gantry.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

WEMCO performed a complete rehabilitation of 2 gantry cranes on-site at Priest Rapids Dam. This work included the demolition of the old electrical controls, hoists, and wheel drive. WEMCO Repainted the Gentries in place and then installed all new wheel drives, hoists, and electrical systems. All work to place on the upstream and downstream deck of the dam.

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) <u>0</u>	(H) <u>2</u>	(I) <u>6</u>	(J) <u>0</u>

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) <u>3</u>	(L) <u>411</u>

Injury and Illness Types

Total number of ... (M)	
(1) Injuries	<u>9</u>
(2) Skin disorders	<u>0</u>
(3) Respiratory conditions	<u>0</u>
(4) Poisonings	<u>0</u>
(5) Hearing loss	<u>0</u>
(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name WEMCO INC.

Street 5510 W TROPE RD

City SPOKANE State WA ZIP 99224

Industry description (e.g., Manufacturing of motor truck trailers)

MANUFACTURE

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

333517

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees

54.33

Total hours worked by all employees last year

119,438.35

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

KARMA K ROSE President

Company executive 509 244-4773 THE DATE 1/25/17

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.6 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.



Year 20 16

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 1218-0176

Establishment name: WENCO INC.
City: SPOKANE State: WA

Identify the person			Describe the case		Classify the case		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:											
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Remained at Work		Away from work (K)	On job transfer or restriction (L)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Days away from work (K)	On job transfer or restriction (L)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Injury, Illness
1			1/16	SEAPORT STAIR	DEBRIS IN RIGHT EYE	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2			3/17	COL 10	DEBRIS IN RIGHT EYE	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3			5/10	COL 22	SLIVER INFECTION	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4			8/30	FIRST FLOOR	CUT - CHAIN	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5			7/8	COL 7	BROKEN HIT LEG	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6			7/22	MITSUBISHI	METAL SLIVER LEFT THUMB	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7			8/24	UNKNOWN	BACK	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8			12/29	BOEING	CUT TO LEFT HAND	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9			12/29	COL 7	SWING FINGER/FINGER	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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						<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(g) <u>0</u>	(h) <u>0</u>	(i) <u>1</u>	(j) <u>12</u>

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(k) <u>0</u>	(l) <u>43</u>

Injury and Illness Types

Total number of ... (m)	
(1) Injuries <u>23</u>	(4) Poisonings <u>0</u>
(2) Skin disorders <u>0</u>	(5) Hearing loss <u>0</u>
(3) Respiratory conditions <u>0</u>	(6) All other illnesses <u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name WEMCO, Inc
Street 5610 W. Tanager Rd.
City SPOKANE State WA ZIP 99224

Industry description (e.g., Manufacturer of motor truck trailers)
Manufacture of Equipment
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336222)
333511

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)
Annual average number of employees 43

Total hours worked by all employees last year 88,605

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive
Kenneth R. Rowse President
Date 1/16/18
Title President

Summary of Work-Related Injuries and Illnesses



Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u> (G)	<u>0</u> (H)	<u>0</u> (I)	<u>0</u> (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u> (K)	<u>0</u> (L)

Injury and Illness Types

Total number of...	(1) Injuries	(4) Poisonings
<u>3</u> (M)	<u>0</u>	<u>0</u>
(2) Skin disorders	(5) Hearing loss	(6) All other illnesses
<u>0</u>	<u>0</u>	<u>0</u>
(3) Respiratory conditions		
<u>0</u>		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 36 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: WEMCO, Inc.
Street: 5510 W. Thorpe Rd.
City: Spokane State: WA ZIP: 99224

Industry description (e.g., *Manufacture of motor truck trailers*): Manufacturing
Standard Industrial Classification (SIC), if known (e.g., 3715): ---
OR
North American Industrial Classification (NAICS), if known (e.g., 336212): 333517

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 41
Total hours worked by all employees last year: 3345 85178.9

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: Karma K Koriee Title: President
Signature: 508 244-4713 Date: 2/1/19

State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140

THIS IS
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12-05-17

RECEIVED DEC 13 2017

Policyholder

WEMCO INC
5510 W THORPE RD
SPOKANE WA

99224

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor ¹ :
January 1, 2018	0.6000
Experience Period:	
July 1, 2013 - June 30, 2016	
WA Unified Business Identifier (UBI):	
601 174 038	
L&I Account ID:	PAC Number:
560,436-00	32179186
Account Manager:	
JAVIER PAREDES	
(360)902-4639	

What went into calculating your 2018 workers' comp rates?

1. Change in L&I average 'base' rate: 2.5% average rate decrease for 2018; rates specific to your industry can be found on our website at lni.wa.gov
2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.
4. A claim-free discount: You earned a 40% claim-free discount in your Experience Factor. Learn how to keep the discount at www.Lni.wa.gov/ClaimFreeDiscount.

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports

Need help understanding this notice? Call your account manager at the phone number shown above.

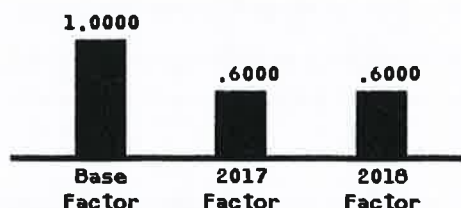
Have a payroll service?

Send them a copy of this notice.

Class Code	Class Code Description	Accident Fund (AF) ¹	Medical Aid Fund (MA) ²	Stay at Work Program ³	Supp. Pension Fund (SP) ⁴	Hourly* Employer Contribution	Hourly* Employee Withholding	= Your Total Hourly* Rate $[(1+2+3) \times 4] + 5$
4904-00	Clerical Office NOC & Draftsmn	0.0260	0.0188	0.0003	0.1030	\$0.07285	\$0.05725	\$0.1301
5109-46	Hvy Mach & Equip Mfg or Rpr	0.9601	0.4186	0.0124	0.1030	\$0.75690	\$0.18080	\$0.9377
6303-00	Sales Personnel NOC-Outside	0.0876	0.0494	0.0011	0.1030	\$0.11925	\$0.06665	\$0.1859
7101-00	Corp Officer NOC (admin only)	0.0393	0.0201	0.0005	0.1030	\$0.08120	\$0.05770	\$0.1389

Your Rate Information

Your experience factor history:



This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

What's an experience factor?
See back for an explanation.

State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140

**THIS IS
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BILL**

8-3-17

RECEIVED AUG 10 2017

Policyholder
WEMCO INC
5510 W THORPE RD
SPOKANE WA 992245371

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor⁴:
July 1, 2017	0.6000
Experience Period:	
WA Unified Business Identifier (UBI):	
601 174 038	
L&I Account ID:	PAC Number:
560,436-00	32179186
Account Manager:	
JULIE SUR	
(360)902-4825	

Class code 7101-00 is used to report hours worked by corporate officers who have elected optional coverage for industrial insurance and are not covered by another class code. This class covers those officers who do only administrative and sales-related work. If an officer performs any other job duties directly related to the operation of the business (for example, construction or manufacturing job duties) all of their work hours must be reported in the class code that applies to the work being done - there CANNOT be a division of hours for any one officer between class code 7101 and any other class on the Employer's Quarterly Report for Industrial Insurance unless specifically allowed by the account manager. Coverage under this class is limited to those corporate officers who own stock in the corporation, are elected and empowered in accordance with the articles or bylaws of incorporation, and serve on the board of directors.

For the complete description of the risk classification(s) assigned to your business, go to <http://apps.leg.wa.gov/wac/default.aspx?cite=296-17A> and click the links for your classification(s).

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports

Need help understanding this notice? Call your account manager at the phone number shown above.

Have a payroll service?

Send them a copy of this notice.

Your Rate Information	Class Code	Class Code Description	Accident Fund (AF) ¹	Medical Aid Fund (MA) ²	Stay at Work Program ³	Supp. Pension Fund (SP) ³	Hourly* Employer Contribution	Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
	4904-00	Clerical Office NOC & Draftsmn	0.0275	0.0203	0.0003	0.0960	\$0.07070	\$0.05420	\$0.1249
	5109-46	Hvy Mach & Equip Mfg or Rpr	1.0142	0.4276	0.0126	0.0960	\$0.78855	\$0.18005	\$0.9686
	6303-00	Sales Personnel NOC-Outside	0.0970	0.0549	0.0012	0.0960	\$0.12305	\$0.06485	\$0.1879
	7101-00	Corp Officer NOC (admin only)	0.0409	0.0208	0.0005	0.0960	\$0.07890	\$0.05440	\$0.1333

Your experience factor history:

We show your experience factor history here each December.

Or, you may go online, where it is always available.

Your account manager is also ready to help.

What's an experience factor?
See back for an explanation.

This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

235000991782280101100000

State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140

THIS IS NOT A BILL

RECEIVED DEC 14 2016 12-05-16

Policyholder

WEMCO INC
5510 W THORPE RD
SPOKANE WA

99224

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor ⁴ :
January 1, 2017	0.6000
Experience Period:	
July 1, 2012 - June 30, 2015	
WA Unified Business Identifier (UBI):	
601 174 038	
L&I Account ID:	PAC Number:
560,436-00	32179186
Account Manager:	
CHRISTOPHER WASSON	
(360)902-6331	

What went into calculating your 2017 workers' comp rates?

1. Change in L&I average 'base' rate: 0.7% average rate increase for 2017; rates specific to your industry can be found on our website at lni.wa.gov
 2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
 3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.
- A claim-free discount: You earned a 40% claim-free discount in your Experience Factor. Learn how to keep the discount at www.Lni.wa.gov/ClaimFreeDiscount.

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports

Need help understanding this notice? Call your account manager at the phone number shown above.

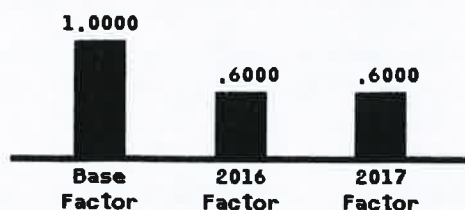
Have a payroll service?

Send them a copy of this notice.

Class Code	Class Code Description	Accident Fund (AF) ¹	Medical Aid Fund (MA) ²	Stay at Work Program ³	Supp. Pension Fund (SP) ⁵	Hourly* Employer Contribution	+ Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
4904-00	Clerical Office NOC & Draftsmn	0.0275	0.0203	0.0003	0.0960	\$0.07070	\$0.05420	\$0.1249
5109-46	Hvy Mach & Equip Mfg or Rpr	1.0142	0.4276	0.0126	0.0960	\$0.78855	\$0.18005	\$0.9686
6303-00	Sales Personnel NOC-Outside	0.0970	0.0549	0.0012	0.0960	\$0.12305	\$0.06485	\$0.1879

Your Rate Information

Your experience factor history:



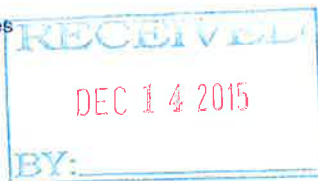
This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

What's an experience factor?
See back for an explanation.

State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140



THIS IS
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12-03-15

Policyholder

WEMCO INC
5510 W THORPE RD
SPOKANE WA

99224

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor ¹ :
January 1, 2016	0.6000
Experience Period:	
July 1, 2011 - June 30, 2014	
WA Unified Business Identifier (UBI):	
601 174 038	
L&I Account ID:	PAC Number:
560,436-00	32179186
Account Manager:	
CHRISTINA SUMMERS	
(360)902-5148	

What went into calculating your 2016 workers' comp rates?

1. Change in L&I average 'base' rate: 2% general rate increase for all 324 risk classifications.
2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.
4. A claim-free discount: You earned a 40% claim-free discount in your Experience Factor. Learn how to keep the discount at www.Lni.wa.gov/ClaimFreeDiscount.

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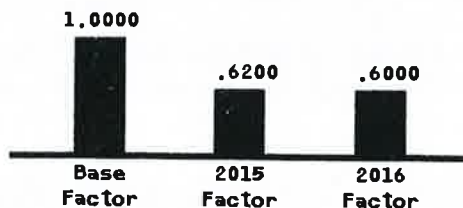
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Send them a copy of this notice.

Class Code	Class Code Description	Accident Fund (AF) ¹	Medical Aid Fund (MA) ¹	Stay at Work Program ²	Supp. Pension Fund (SP) ³	Hourly* Employer Contribution	Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
4904-00	Clerical Office NOC & Draftsmn	0.0281	0.0212	0.0004	0.0952	\$0.07090	\$0.05410	\$0.1250
5109-46	Hvy Mach & Equip Mfg or Rpr	0.9929	0.4324	0.0148	0.0952	\$0.77755	\$0.18175	\$0.9593
6303-00	Sales Personnel NOC-Outside	0.1002	0.0591	0.0015	0.0952	\$0.12590	\$0.06580	\$0.1917

Your Rate Information

Your experience factor history:



What's an experience factor?
See back for an explanation.

This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

SITE SAFETY MANUAL

Customer / WEMCO Job # Job Description (i.e. 5 Ton Crane)

Emergency response procedures and instructions contained in this document are specific to this job location.

IMPORTANT PHONE NUMBERS:

WEMCO Main Office: **(509) 244-4773**

Superintendent: **Name & Phone Number**

Project Manager: **Name & Phone Number**

Alternate Project Manager: **Name & Phone Number**

WEMCO Safety/Emergency Manager: **Name & Phone Number**

Fire Emergency: 911

A hot work permit is required before performing all open-flame, welding, or spark producing activities. Hot work permits are valid for 24 hours only. All expired permits should be removed from the posting location immediately.

WEMCO Field Operations Safety Program

This section to be used for (but not limited to) field work performed by WEMCO in a construction environment.

Self-Inspection

Complete a Pre-Task Plan or Site Safety Analysis prior to commencement of work at any new jobsite.

At the beginning of each field job and weekly thereafter:

- Inspection should include field crew including sub-contractors.

At the beginning of each month:

- Inspection should include one member of management and one employee, elected by the employees, as their authorized representative.
- Document walk-around safety inspection.
- Maintain records until the completion of the job.
- Daily pre-task/safety meetings to discuss potential risks or exposures and plans for incident prevention.

Safe Work Procedures

- Avoid shortcuts – use ramps, stairs, walkways, ladders, etc.
- Do not remove, deface or destroy any warning, danger sign, or barricade, or interfere with any form of accident prevention device or practice provided for your use or that is being used by other workers.
- Get help with heavy or bulky materials to avoid injury to yourself or damage to material.
- Do not use tools with split, broken, or loose handles, or burred or mushroomed heads. Keep cutting tools sharp and carry all tools in a container.
- **Know the correct use of hand and power tools. Use the right tool for the job.**

Personal Protective Equipment

- Suitable clothing must be worn; long pants, at least short-sleeved shirts and adequate foot wear.
- Hard hats, safety glasses or goggles must be used when a potential hazard exists.
- (Safety glasses must be ANSI Z87 or Z87.1 approved).
- Hearing protection (earplugs or earmuffs) must be used in high noise areas only.
- Gloves (as needed).

Temperature Extremes

All WEMCO employees hired in a capacity for field work that could be subjected to temperature extremes, radiant heat, humidity, or air velocity combinations which, over a period of time, may produce physical illness must use appropriate PPE. Protection by use of adequate controls, methods or procedures, or use of protective clothing will be provided to employees working in these conditions. Excessive exposure to heat is referred to as heat stress and excessive exposure to cold is referred to as cold stress. Heat related illness (HRI) and cold-induced illnesses (Hypothermia/frostbite) are well known, recognized workplace hazards. All work operations involving exposure to temperature extremes, either humidity/heat extremes or cold extremes have the potential for inducing heat stress and heat related illnesses or cold stress resulting in frostbite or hypothermia, therefore, WEMCO has developed training to address these issues. All field work employees will receive training relating to the causes and effects, as well as the personal and environmental factors that may lead to temperature extreme related illnesses. Each employee will be provided with training that includes but is not limited to:

- The chosen method or methods to assess the risk for HRI or cold stress.
- A section covering training elements to provide employees information on what the employer will do when working in extreme weather conditions.
- A section on first aid including how to identify HRI symptoms and cold stress systems. The proper first aid application for an individual that is suffering from HRI or cold weather illness, and procedures for summoning medical aid personnel.
- A section identifying where and how adequate drinking water will be supplied.

Housekeeping

- Always store materials in a safe manner. Tie down or support materials if necessary to prevent falling, rolling, or shifting.
- Shavings, dust scraps, oil or grease should not be allowed to accumulate. Good housekeeping is a part of the job.
- Trash piles must be removed as soon as possible. Trash is a safety and fire hazard.
- Immediately remove all loose materials from stairs, walkways, ramps, platforms, etc.

- Do not block aisles, traffic lanes, fire exits, gangways, or stairs.

Fall protection

- Fall hazards of 4' feet or more will be outlined and addressed in our jobsite fall protection work plan.
- Fall hazards of less than 4' feet will be protected by covers, guardrails or other methods and will be addressed in our self-inspections and safety meetings.
- Standard guardrails must be erected around all floor openings and open-sided surfaces. Contact your supervisor for the correct specifications.

Electrical

- Ground-fault circuit interrupters (GFCI) will be used whenever possible.
- Electric cords will be inspected before use by the user and repaired or replaced as necessary by mechanics or maintenance.
- When working in the field there may be more inspections of electrical cords needed this will be covered on site.
- Do not operate any power tool or equipment unless you are trained in its operation.
- Use tools only for their designed purpose.

Ladder Safety

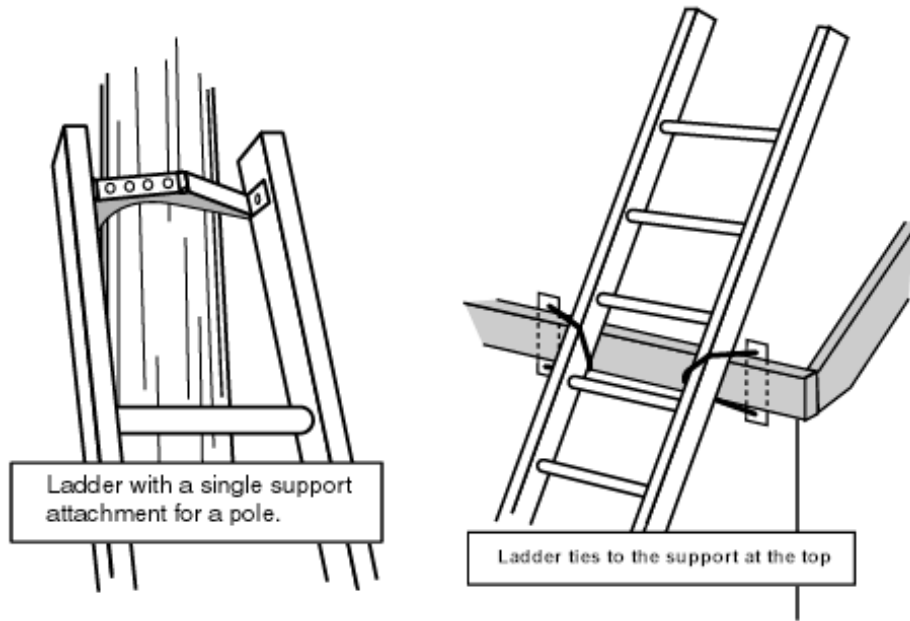
- Inspect before use for physical defects.
- Ladders are not to be painted except for numbering purposes.
- Do not use ladders for skids, braces, workbenches, or any purpose other than climbing.
- When you are ascending or descending a ladder, do not carry objects that will prevent you from grasping the ladder with both hands.
- Always face the ladder when ascending and descending.
- If you must place a ladder over a doorway, barricade the door to prevent use & post a warning sign.
- Only one person is allowed on a ladder at a time.
- Do not jump from a ladder when descending.
- All joints between steps, rungs, and side rails must be tight.
- Safety feet must be in good working order and in place.
- **Rungs must be free of grease and/or oil.**

Stepladders

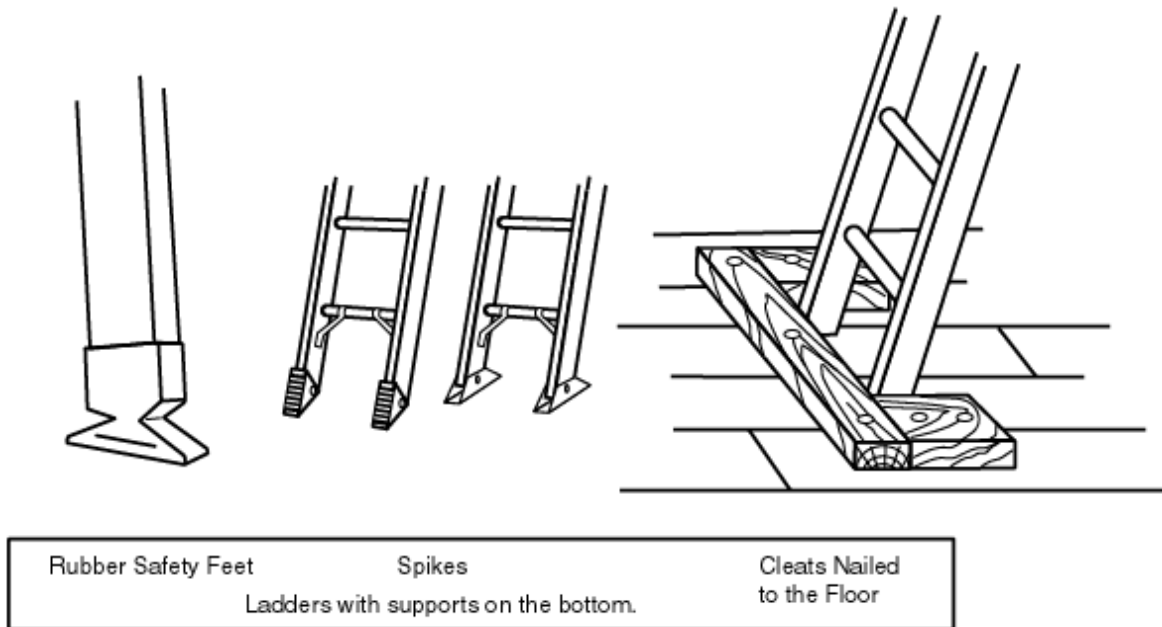
- Do not place tools or materials on the steps or platform of a stepladder
- Do not use the top two steps of a stepladder as a step or stand.
- Always level all four feet and lock spreaders in place.
- **Do not use a stepladder as a straight ladder.**

Straight type or extension ladders

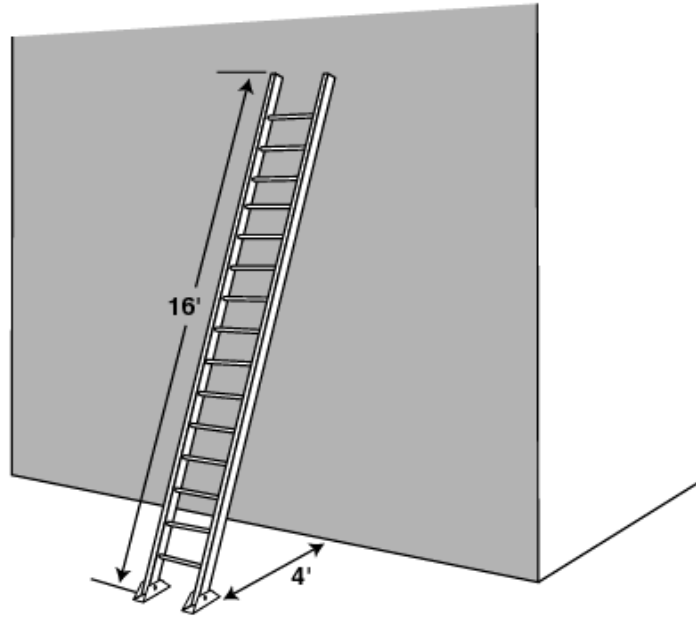
- All straight or extension ladders must extend at least three feet beyond the supporting object when used as an access to an elevated work area.
- After raising the extension portion of a two or more stage ladder to the desired height, check to ensure that the safety dogs or latches are engaged.
- All extension or straight ladders must be secured or tied off at the top.



All ladders must be equipped with safety (non-skid) feet.



Portable ladders must be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one-quarter of the working length of the ladder.



For other rules and regulations regarding Portable Ladders, please refer to Safety Standard, WAC 296-876. For other rules and regulations regarding Fixed Ladders & Stairways, please refer to Part J of the Safety Standard WAC 296-155.

Scaffold Safety Rules

General

- Before starting work on a scaffold, inspect it for the following:
- Are guardrails, toe boards, and planking in place and secure?
- Are locking pins at each joint in place?
- Are all wheels on moveable scaffolds locked?
- Do not attempt to gain access to a scaffold by climbing on it (unless it is specifically designed for climbing – always use a ladder.
- Scaffolds and their components must be capable of supporting four times the maximum intended load.
- Any scaffold, including accessories such as braces, brackets, trusses, screw legs, ladders, etc., damaged or weakened in any way, must be immediately repaired or replaced.
- Scaffold planks must extend over their end supports not less than 6 inches or more than 12 inches, unless otherwise specifically required.
- Scaffold platforms must be at least 18 inches wide unless otherwise specifically required or exempted.
- Where persons are required to work or pass under the scaffold, scaffolds shall be provided with a screen between the toe board and guardrail, extending along the entire opening. The screen must be made of No. 18 gauge U.S. Standard wire, ½ inch mesh or equivalent protection.
- All scaffolds must be erected level and plumb, and on a solid footing.
- Do not change or remove scaffold members unless authorized.
- Do not allow workers to ride on a rolling scaffold when it is being moved. Remove or secure all materials and tools on deck before moving.
- Do not alter any scaffold member by welding, burning, cutting, drilling, or bending.

Motorized vehicles and equipment (General shop and field safety operations)

- Do not ride on motorized vehicles or equipment unless a proper seat is provided for each rider.
- Always be seated when riding authorized vehicles (unless they are designed for standing).
- Do not operate any motorized vehicle or equipment unless you are specifically authorized to do so by your supervisor.
- Always use your seat belts in the correct manner.
- Obey all speed limits and other traffic regulations.
- Always be aware of pedestrians and give them the right-of-way.
- Always inspect your vehicle or equipment before and after daily use.
- Never mount or dismount any vehicles or equipment while they are still in motion.
- Do not dismount any vehicle without first shutting down the engine, setting the parking brake and securing the load.
- Do not allow other persons to ride the hook or block, dump box, forks, bucket or shovel of any equipment.
- Each operator must be knowledgeable of all hand signals and obey them.
- Each operator is responsible for the stability and security of his/her load.

Below you will find documents used by WEMCO for operational and safety success.



CREW LEADER SAFETY MEETING

Firm Name		Address	
Date	Time	# of employees	
Subject discussed			

Minutes:

Attendees:

Crew Leader Comments:

Provided by Dept. of Labor & Industries
WISHA Services
F417-049-000 crew leader meeting 5-00

Date:

Inspectors:

Facility or Department:

Legend: "A" Adequate "N" Needs immediate attention

Medical and First Aid Education

No.	Item to review	A	N	Comments
1.	WISHA and other job site warning posters posted			
2.	Scheduled safety meetings held and documented			
3.	Adequate employee training – general and specific			
4.	Medical services, first aid equipment, stretchers, and qualified first aid personnel available (if needed)			
5.	Emergency telephone No.bers, such as police, fire, ambulance, WEMCO Mgmt. Rep, posted			

Housekeeping and Sanitation

No.	Item to review	A	N	Comments
1.	Working areas generally neat			
2.	Waste and trash regularly disposed			
3.	Lighting adequate for all work tasks			
4.	Projecting nails removed or bent over			
5.	Oil and grease removed from walkways			
6.	Covered waste containers provided and used			
7.	Passageways and walkways clear			
8.	Sanitary facilities adequate and clear			
9.	Potable water available for drinking			

Fire Prevention

No.	Item to review	A	N	Comments
1.	Fire evacuation/protection program developed			
2.	Fire instructions provided to personnel			
3.	Adequate fire extinguishers, identified, checked and 36" clearance			
4.	Emergency phone No.ber posted or phone No.ber of fire department			
5.	Hydrants clear, access open			
6.	Good housekeeping in evidence			
7.	NO SMOKING enforced where needed			

Electrical

No.	Item to review	A	N	Comments
1.	Adequate wiring, well insulated, grounded, protected from damage			
2.	GFI's used			
3.	Proper fire extinguishers provided			
4.	Terminal boxes equipped with required covers			
5.	Terminal boxes and panel covers closed when not being serviced			

Hand and Power Tools

No.	Item to review	A	N	Comments
1.	Proper tools being used for each job			
2.	Safe carrying practices used			
3.	Company and employees' tools regularly inspected and maintained			
4.	Damaged tools repaired or replaced promptly			
5.	Right angle grinders have guards			
6.	Good housekeeping where tools are used			
7.	Tools and cords in good condition			
8.	Proper instruction of use provided (as needed)			
9.	All mechanical safeguards in use			
10.	Tools neatly stored when not in use			
11.	Right tool being used for the job			
12.	Wiring properly installed			

Ladders

No.	Item to review	A	N	Comments
1.	Ladders inspected and in good condition			
2.	Ladders properly secured to prevent slipping, sliding, or falling			
3.	Side rails extended 36" above top of landing			
4.	Job-build ladders are constructed properly			
5.	Stepladders fully open when in use			
6.	Metal ladders not used around electrical hazards			
7.	Ladder rungs not painted			
8.	Ladders properly stored			
9.	Ladder safety feet used correctly			
10.	Fall protection provided and used for work about 10 feet			

Hoists and Cranes

No.	Item to review	A	N	Comments
1.	Cables and sheaves inspected regularly			
2.	Slings and chains, hooks, safety latches and eyes inspected before each use			
3.	Equipment firmly supported			
4.	Outriggers used if needed			
5.	Power lines inactive, removed, or at a safe distance			
6.	Proper loading or capacity at lifting radius. Rated load capacities posted			
7.	All equipment properly lubricated and maintained			
8.	Signalmen where needed			
9.	Signals posted, understood and observed (as applicable)			
10.	Inspection and maintenance logs maintained			
11.	Hazard signs posted and visible to operator (as needed)			

Heavy Equipment / Lift Trucks / Other

No.	Item to review	A	N	Comments
1.	Inspection and maintenance records up to date			
2.	Lights, brakes, warning signals operative			
3.	Wheels of truck trailers chocked when loading/unloading			
4.	Facility roads and routes well maintained and laid out properly			
5.	Equipment is properly secured when not in use			
6.	Shut-off devices on hose air lines, in case of hose failure			
7.	Rollover protection structures in place			
8.	Speed limit observed			

Motor Vehicles

No.	Item to review	A	N	Comments
1.	Inspection and maintenance records up to date			
2.	Operators qualified for vehicle in use			
3.	Local and state vehicle laws and regulations observed			
4.	Brakes, lights, warning devices operative			
5.	Weight limits and load sizes controlled			
6.	All glass in good condition			
7.	Fire extinguishers installed where required			
8.	First-aid kits installed where required			

Back Safety

No.	Item to review	A	N	Comments
1.	Team lifting used for heavy or awkward loads			
2.	Mechanical lifting devices used where appropriate			
3.	Back care training provided to all employees			
4.	Bent-knee lifting used by workers			
5.	Tables/saw horses used to reduce the need for bending			
6.	Tool belt suspenders worn by workers (as needed)			
7.	Back support belts worn as appropriate			
8.	Light-duty program used for returning time-loss employees or for injured employees to remain on the job			
9.	Lift truck training performed with list of authorized users available			

Material Handling and Storage

No.	Item to review	A	N	Comments
1.	Materials properly stored or stacked			
2.	Walkways/passageways clear			
3.	Stacks on firm footing / not too high			
4.	Materials protected against weather conditions			
5.	Slings inspected and documentation performed			
6.	Lift truck training performed with list of authorized users available			

Egress and Evacuation

No.	Item to review	A	N	Comments
1.	Written plan in place			
2.	Does the plan outline responsibilities of key personnel			
3.	Are special needs employees identified and assistance assigned with backups			
4.	Exit doors marked with "Exit" signs			
5.	Maps posted in various locations of the facility showing routes of escape and rallying area			
6.	Evacuation drill preformed in the last 12 months			

Flammable Gases and Liquids

No.	Item to review	A	N	Comments
1.	All containers approved and clearly identified			
2.	Proper storage practices observed			
3.	Fire hazards checked			
4.	Proper types and No.bers of fire extinguishers nearby			
5.	Proper method for moving cylinders used			

Welding and Cutting

No.	Item to review	A	N	Comments
1.	Operators qualified			
2.	Screens and shields used where needed			
3.	Goggles, welding helmets, respirator, gloves, clothing used as required			
4.	Equipment in safe operating condition			
5.	Electrical equipment grounded			
6.	Power cables and hoses protected and in good repair			
7.	Fire extinguishers or proper type nearby			
8.	Surrounding area inspected for fire hazards			
9.	Flammable materials protected or removed			
10.	Gas cylinders separated from acetylene or other fire source by 5 foot tall burn wall or minimum of 20 feet			

Personal Protective Equipment

No.	Item to review	A	N	Comments
1.	Eye protection			
2.	Face shields (grinding, etc)			
3.	Respirators and masks			
4.	Helmets and hoods			
5.	Head protection			
6.	Hearing protection			
7.	Rubber or plastic gloves, aprons, and sleeves for chemical protection			
8.	Electrician's rubber gloves and protectors			

Hazard Communication Program

No.	Item to review	A	N	Comments
1.	Chemical inventory list developed and maintained			
2.	Written program available			
3.	Safety data sheets available			
4.	Adequate employee training provided – general and specific			
5.	Containers properly labeled			
6.	Employee training documented			

Abrasive Wheel Grinders

No.	Item to review	A	N	Comments
1.	Tool rest guard installed and adjusted to a maximum gap 1/8"			
2.	Side guards covering spindle, nut and flange at least 75% of the wheel			
3.	On/off switch in good order and function			
4.	Cord and unit grounded properly			
5.	Clear Lexan cover guards			

General Machines

No.	Item to review	A	N	Comments
1.	Exposed pulleys, belts, chains, sprockets, gears, and rotating shafts within 7' guarded			
2.	In running nip points guarded			
3.	Saw blades have enclosed guards			
4.	Safe walk areas highlighted on those machines with moving parts			

Radial / Chop Saws

No.	Item to review	A	N	Comments
1.	Guard on blade			
2.	Guard stays with material when cutting			
3.	Saw retracts smoothly when released at any point during operation			
4.	Saw is mounted to a surface			

Vertical and Horizontal Band saws

No.	Item to review	A	N	Comments
1.	Exposed portions of the sawblade guarded above the cutting surface			
2.	Exposed portions of blade to the left and right point of operation guarded			
3.	Guide rollers not exposed to show an in-running nip point			

1.0 Company Policy

To ensure that information about the dangers of all hazardous chemical used by WEMCO Inc. are known by all affected employees, the following hazardous information program has been established:

All employees of the company will participate in the hazard communication program. This written program will be available in the shop and office for review by employees.

2.0 Container Labeling

- 2.1 Management and Safety Committee will verify that all containers received for use will be clearly labeled as to the contents, note the appropriate hazard warning and list the name and address of the manufacturer.
- 2.2 The department foreman in each section will ensure that all secondary containers are labeled with either an extra copy of the original manufacturers label or with labels that have the identity and the appropriate hazard warning. For help with labeling, see Safety Director or department supervisor.

Juston Rouse will review the company labeling procedures every 6 months and update as required.

3.0 Safety Data Sheets (SDS)

- 3.1 The Safety Director is responsible for establishing and monitoring the company SDS program. He will make sure procedures are developed to obtain the necessary SDS's and will review incoming SDS's for new or significant health and safety information. He will see that any new information is passed on to affected employees.
- 3.2 Copies of SDS's for all hazardous chemicals in use will be kept in the shop and office.

SDS's will be available to all employees during each work shift. If an SDS is not available, immediately contact the Safety Director or any member of the Safety Committee.

4.0 Employee Training and Information

- 4.1 The Safety Director and Department Managers are responsible for the company employee training program. They will ensure that all program elements specified below are carried out.
- 4.2 Prior to starting work, each new employee of WEMCO will attend a health and safety orientation that includes the following information and training:
 - An overview of the requirements contained in the Hazard Communication Standard.
 - Hazardous chemicals present at his/her workplace.
 - Physical and health risks of the hazardous chemical.
 - The symptoms of overexposure.
 - How to determine the presence or release of hazardous chemicals in his/her work area.
 - How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices and personal protective equipment.
 - Steps the company has taken to reduce or prevent exposure to hazardous chemicals.
 - Procedures to follow if employees are overexposed to hazardous chemicals
 - How to read labels and review SDS's to obtain hazard information.
 - Location of the SDS file and written hazard communication program
- 4.3 Prior to introducing a new chemical hazard into any section of this company, each employee in that section will be given information and training as outline above for the new chemical hazard.

5.0 Hazardous non-routine tasks

Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by the department manager about the hazardous chemicals he or she may encounter during such activity. This information will include specific chemical hazards, protective and safety measures the employee can use, and steps the company is using to reduce the hazards, including ventilation, respirators, presence of another employee and emergency procedures.

6.0 Multi – Employer Workplace

It is the responsibility of Management to provide employers of any other employees at the worksite copies of SDS's for any hazardous chemicals that other employers' employee may be exposed to while working. Management will also inform other employers of any precautionary measures that need to be taken to protect employees during normal operating conditions or in foreseeable emergencies, and provide other employers with an explanation of the labeling system that is used at the worksite.

1.0 Purpose and Scope

- 1.1 WEMCO is dedicated to taking every precaution to protect employees through proper training and procedures. Effective control procedures will protect employees during servicing and maintenance where unexpected energization, start-up, or release of stored energy could occur, especially being struck by, thrown by, or crushed by objects or contacting electrical equipment, causing serious injury or fatalities.

2.0 Definitions

- 2.1 Authorized employee: any person who locks out machines or equipment in order to perform servicing or maintenance on that machine or equipment. An affected employee becomes an authorized employee when that employee's duties include performing servicing or maintaining that exposes them to a potentially dangerous/hazardous area.
- 2.2 Affected employee: an employee whose job requires them to operate a machine or equipment or work in an area in which hazardous situations exist.
- 2.3 Energy isolating device: a mechanical device that physically prevents the transmission of energy or release of energy, including but not limited to: a manual circuit breaker, disconnect switch, or lock, line valve, a block, or any similar device used to block or isolate energy. Push buttons, selector switches, and other controls are NOT energy isolating devices.
- 2.4 Zero-energy State: A point where a device has been de-energized. This is especially important for delayed reactions, thermal, chemical, electrical such as capacitors, batteries or other power sources, pneumatics, and hydraulics.
- 2.5 Other employee: an employee whose work operations are or may be in the area where energy control procedures may be utilized.

3.0 Authorization/Responsibility

- 3.1 Appropriate employees will be instructed in the safety significance of the lockout procedures. Lockout will also apply when working on or near exposed de-energized electrical circuits / parts.
- 3.2 WEMCO shall administrate proper training to its employees and managers by:
 - a. Assuring that specific procedures protecting employees and locking out each machine and piece of equipment exists and is present
 - b. Assuring that authorized and affected employees complete proper training and practice safe techniques
 - c. Assuring that authorized employees are assigned to supervise correct lockout/tagout procedures
 - d. Maintaining proper PPE, equipment, and procedures for employees through shift and personnel changes
 - e. Requiring that all locks are keys differently and that only one key exists per lock, and remains in the possession of the authorized employee that applied the lockout.
 - f. Coordinating any and all lockout and energy control activities with clients, contractors, sub-contractors, and employees practices and programs.
 - g. Ensuring that both WEMCO's control plan and that of a contractor or sub-contractor are understood and followed.
 - h. Assuring that locks and tags are in clean and operational, and must be replaced if required
 - i. Maintaining all appropriate documentation
- 3.3 Supervisors and authorized employees shall ensure that all lockout/tagout procedures are followed. They shall also observe de-energizing equipment and machines, and oversee the entire lockout/tagout process, enforce proper procedures, verifying that equipment cannot be restarted after being locked out, conduct tests and visual inspection prior to re-energizing to ensure safety, and if applicable, oversee group lockouts.
- 3.4 Authorized employees are responsible for completing the appropriate level of training and follow all procedures pertaining to lockout/tagout of machines and equipment.
- 3.5 Affected employees are responsible for completing the appropriate level of training and must NEVER work on a machine that is locked out and NEVER tamper with a lock or tag.
- 3.6 Contractors or any other outside personnel must follow lockout/tagout procedures complying with WEMCO training.
- 3.7 The Director of Safety and Department Heads' shall administrate training, keep training records, and provide written certifications to ensure employees have been properly trained.

4.0 Rules

- 4.1 Lockout devices shall be singularly identified. They shall be the only devices used for controlling energy and shall not be used for other purposes.
- 4.2 The lockout devices shall indicate the identity of the employee applying the devices.
- 4.3 No employee shall attempt to operate any switch, valve, or other energy -isolating device which is locked out.
- 4.4 Each lockout device shall only be removed by the employee who applied the device.

5.0 Lockout Procedures and Techniques

- 5.1 Employees shall not work in/on any equipment that is energized. Only authorized employees may lockout machinery or equipment.
- 5.2 Preparation for Shutdown
 - a. In preparation for lockout, an initial survey must be made to locate and identify all energy isolating devices to be certain which switch, valve, or other energy isolating devices apply to the machine / equipment to be locked out. More than one energy source (electrical, hydraulic, pneumatic, chemical, thermal, or others) may be involved.
 - b. Before an authorized or affected employee turns off a machine or piece of equipment, the authorized employee must have knowledge of the type and magnitude of the energy to be controlled, and the methods or means to control the energy.
- 5.3 Machine or Equipment Shutdown


All affected employees shall be notified that a lockout system is to be utilized and the reason for it, before the controls are applied. If the machine or equipment is operating, shut it down by normal stopping procedure. (Depress stop button, open toggle switch, etc.)
- 5.4 Machine or Equipment Isolation

Physically locate and operate the switch, valve, or other energy isolating devices so that the equipment is isolated from its energy sources and apply adequate hardware.
- 5.5 Lockout Device Application

Authorized employees shall lockout the energy isolating devices with assigned individual locks. 2. Lockout devices shall be applied so that they will hold the energy isolating devices in a "Neutral" or "OFF" position.
- 5.6 Stored Energy

All stored or residual energy in rams, flywheels, springs, pneumatic, or hydraulic systems, etc. shall be blocked or dissipated. If there is a possibility of re-accumulation of stored energy, verification of isolation must be continued until servicing or maintenance is completed.
- 5.7 Verification of Isolation

Prior to starting work on machines or equipment that have been locked and after ensuring that no personnel are exposed, the authorized employee shall operate the push button or normal operating controls to verify that the appropriate equipment or machine has been de-energized and make certain it will not operate.

 **CAUTION** Return Operating Controls to the "Neutral" or "OFF" Position after the Test. The machine/equipment is now locked out. Servicing or maintenance may now occur.

6.0 Removal of Lockout Devices

- 6.1 The Lockout device must be removed by the authorized employee who applied the lockout device.
- 6.2 If the authorized employee who applied the lock is not available, the supervisor shall take the following steps:
 - a. Clear the machine or equipment of tools and materials.
 - b. Remove employees from the machine or equipment.
 - c. Remove the lockout device.
 - d. Energize and proceed with testing or positioning.

7.0 Group Lockout

- 7.1 When a crew performs a lockout/tagout process, a single authorized employee must supervise the group and assume responsibility for controlling the hazardous energy for all member of the group and any affected employees.
- 7.2 All group members will affix their locks/tags to the group lockout box or equivalent

8.0 Tagout Procedures

- 8.1 A tag used without a lock, shall be supplemented by at least on additional safety measure that provides a level of safety equivalent to that obtained by use of a lock such as opening an additional disconnecting device, removal of an isolating circuit element, blocking of a controlling switch or the removal of a valve handle to reduce the likelihood of inadvertent energization.
- 8.2 Only tags furnished by the company shall be used
- 8.3 All employees shall be trained in the use and limitations of tags
- 8.4 All employees must be able to understand the hazard warning written on the tags such as: DO NOT START, DO NOT OPEN, DO NOT CLOSE, DO NOT ENERGIZE, DO NOT OPERATE.
- 8.5 If tagout is used all other lockout rules and procedures apply. NOTE: Should the machine/equipment required upgrade or modification, it will have lockable switches, fittings, valves, etc. added so that it becomes possible to lockout.

Reviewed and Approved by		
Vice President: Juston Rouse		Director of Quality & Safety: Lisa Rouse
Date: 17 April 2019		Date: 17 April 2019
Revision History		
Rev	Summary of Changes	Author/Rev. Date
0	Original release	L. Rouse 17 April 2019

Machine Type: _____ ID#: _____

Serial Number: _____ Location: _____

Operational Energy Sources	Is This Energy Also Stored?		
<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> PNEUMATIC	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> HYDRAULIC	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> GRAVITY	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> MECHANICAL	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> THERMAL	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> OTHER	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE

Potential Hazards

<input type="checkbox"/> Burns	<input type="checkbox"/> Cuts	<input type="checkbox"/> Entanglement	<input type="checkbox"/> Bruises	<input type="checkbox"/> Electrocution
<input type="checkbox"/> Pressure Release	<input type="checkbox"/> Crushed Bones	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other

List volts, phase and current for all electrical sources: _____

ENERGY ISOLATION DEVICES

◆ Device/Operation: _____ LOTO capable? ☐ Yes ☐ No
Location: _____

◆ Device/Operation: _____ LOTO capable? ☐ Yes ☐ No
Location: _____

MACHINES – SAME LOTO PROCEDURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

Lift Identification (i.e. Make/Model/Number)	Week Beginning Date
Work Location or Job Number	

1. Complete the lift information listed above. Each lift must be operationally tested and visually inspected daily.
2. The designated inspector must check the appropriate box for each item inspected.
3. All elements that require maintenance or do not pass inspection must be corrected or reported to a supervisor. The comment box must have the problem description or maintenance needed and the name of the supervisor that was notified.
4. **If any equipment is found to be unsafe, the condition must be reported to a supervisor immediately and it should not be operated. (i.e. Fuel system leak, non-working alarms, etc.)**

Inspection List	MON	TUES	WED	THUR	FRI	SAT	SUN	COMMENTS
Inspect Safety Devices (Anchor points, Toe Boards, etc.)								
Check Connections of Cables & Wires								
Inspect Air, Hydraulic, & Fuel Systems								
Operation & Emergency Controls								
Alarms / Horn								
Brakes								
Basket Operation Controls								
Base Operation Controls								
Foot Controls								
Fuel Level								
Engine Compartment Inspection								
Oil Level								
Fluids								
Belts & Hoses								
Battery & Electrical								
Boom / Basket Inspection								
Hydraulic Leaks								
Extension Chain & Pivots								
Electrical Lines								
Basket Gate								
Visual Exterior Inspection								
Broken, Cracked, or Loose Parts								
Leaks								
Tires & Outriggers								
Initials of Inspector								

ADDITIONAL INFORMATION / NOTES / COMMENTS:

Inspection must be completed each day that the crane is used.		Crane Serial #:		Crane Location:			Crane Tonnage:		
Instructions: Daily Inspection Required per OSHA 1910.179. Report unsatisfactory findings to supervisor. If crane is found to be unsafe it must be taken out of service and a supervisor must be notified immediately. <input type="checkbox"/> Satisfactory, U = Unsatisfactory, (-) or N/A = Not Applicable							Week Beginning: 		
Component	Inspection Criteria	Mo n	Tue	We d	Thu rs	Fri	Sat	Sun	
Tagged Crane or Hoist	Check that the crane or hoist is not locked out / tagged out.								
Control Devices, Brakes, Functional Items	Check that all motions are consistent with control device markings. Verify proper brake operation - all motions. Check all operating mechanisms for proper operation, sounds, movement. Verify proper operation of upper limit devices.								
Hook and Hook Latch	Visually inspect for deformation & wear. Check safety latch operation. Verify proper operation of hook latch.								
Wire Rope & Reeving	Visually inspect for damage or wear and for appropriate reeving.								
Oil Leakage	Visually inspect for signs of oil leakage.								
Below Hook Devices	Visually inspect for wear or damage.								
Miscellaneous	Check radio condition, labels, warning devices, and capacity signs.								
Inspector	Initial box when inspection is complete								
Comments: 									

GENERAL SUPPLIER INFORMATION				
Supplier Name:		Phone:	Fax:	
Street Address:		City, State, Zip Code:		
Website:		Form Completed By: Name/Title Date:		
Sales Rep/Account Manager:	Phone:	Email:		
Quality Manager:	Phone:	Email:		
Facility Manager:	Phone:	Email:		
QUALITY SYSTEM Please send a copy of certification if applicable.				
Standard	Registered/ Certificated?	Registrar/Authority	Registration/ Certificate Expiration Date	If not, projected date?
ISO 9001	<input type="checkbox"/> Yes <input type="checkbox"/> No			
TS16949	<input type="checkbox"/> Yes <input type="checkbox"/> No			
AS9100	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Other:	<input type="checkbox"/> Yes <input type="checkbox"/> No			
PRODUCTS OR SERVICES PROVIDED				
PROCESS CONTROLS Do not complete this section if you are AS9100/ISO9001 certified.				
Element	Procedure	Implemented	Procedure No.	
Incoming inspection/testing performed & trended	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
In-process inspection/testing performed & trended	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Final inspection/testing performed & trended	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Traceability to raw materials	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Traceability to manufacturing/quality records	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Metrology/calibration	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Process qualification	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Failure analysis/corrective action	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Sub-tier supplier management	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		

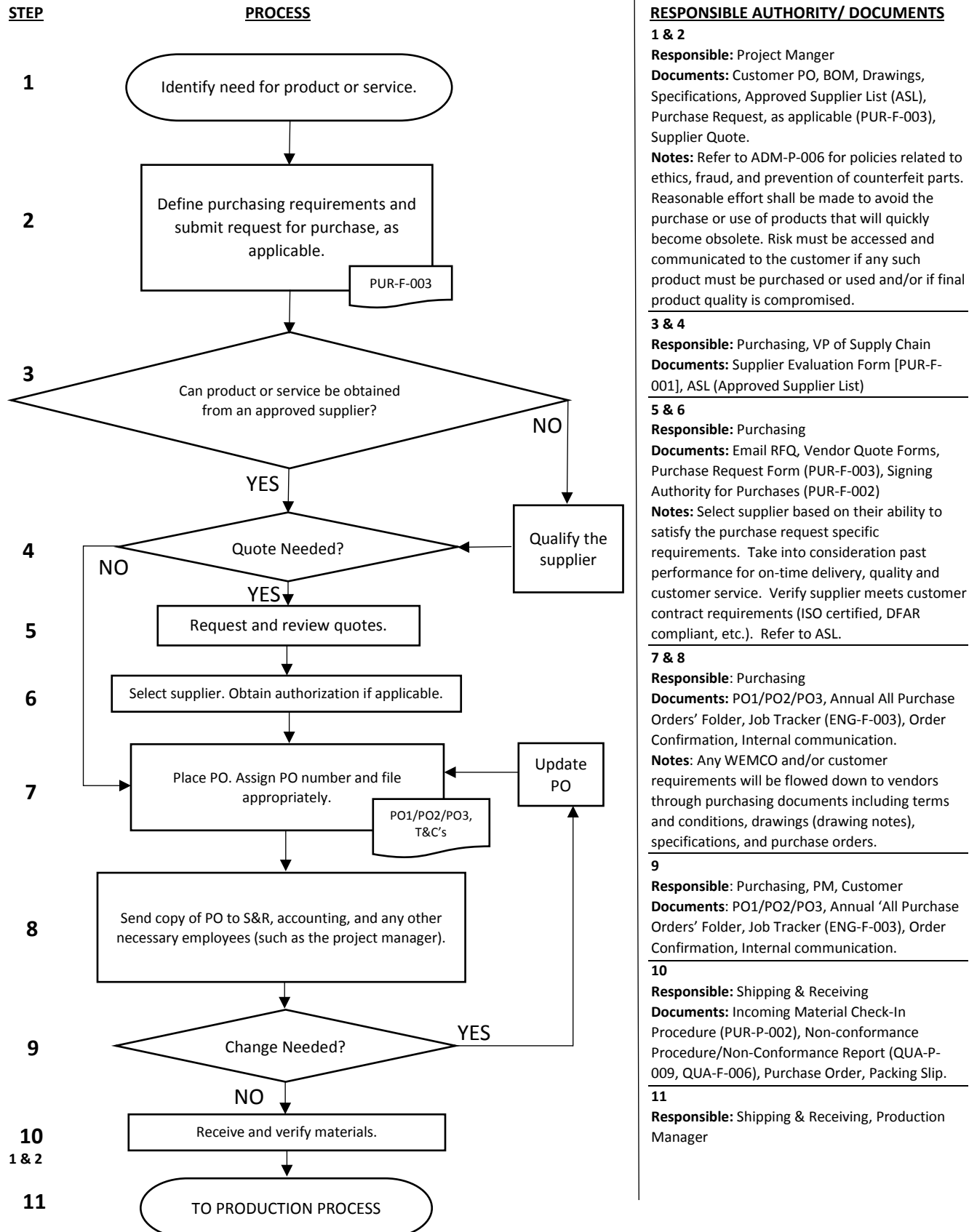
COMMENTS

SUPPLIER CAPABILITIES Please check all that apply.

C A	<input type="checkbox"/>	HARDWARE, BUY-OUT ITEMS	M E	<input type="checkbox"/>	MACHINING, DETAILS LARGE > 10'
C B	<input type="checkbox"/>	SHIPPING CONTAINERS/CUSTOM BOXES	M F	<input type="checkbox"/>	MACHINING, DETAILS SMALL < 10'
C C	<input type="checkbox"/>	NAMEPLATES AND DECALS	M G	<input type="checkbox"/>	MACHINING, DRILLING & TRIMMING CARBON FIBER COMPOSITES
F A	<input type="checkbox"/>	FORMING	M H	<input type="checkbox"/>	MACHINING, GEARS
F B	<input type="checkbox"/>	FORMING, ROLL	M I	<input type="checkbox"/>	MACHINING, GRIND O.D. & I.D.
F C	<input type="checkbox"/>	TUBE BENDING	M J	<input type="checkbox"/>	MACHINING, GRIND SURFACE/BLANCHARD/FLOAT
F D	<input type="checkbox"/>	LASER CUTTING	M K	<input type="checkbox"/>	MACHINING, HIGH SPEED LARGE > 10'
F E	<input type="checkbox"/>	WATERJET	M L	<input type="checkbox"/>	MACHINING, HIGH SPEED SMALL < 10'
F F	<input type="checkbox"/>	SHEET METAL ASSEMBLIES, COMPLEX	M M	<input type="checkbox"/>	MACHINING, JIG BORER
F G	<input type="checkbox"/>	SHEET METAL ASSEMBLIES, SIMPLE	M N	<input type="checkbox"/>	MACHINING, LATHE
F H	<input type="checkbox"/>	SHEET METAL DETAILS	M O	<input type="checkbox"/>	MACHINING, OVERSIZED GANTRY/BRIDGE MILL
FI	<input type="checkbox"/>	WELDMENTS, COMPLEX STEEL	M P	<input type="checkbox"/>	MACHINING, PLASTICS
FJ	<input type="checkbox"/>	WELDMENTS, COMPLEX ALUMINUM	P A	<input type="checkbox"/>	ANODIZE
F K	<input type="checkbox"/>	WELDMENTS, SIMPLE STEEL	P B	<input type="checkbox"/>	BLACK OXIDE
F L	<input type="checkbox"/>	WELDMENTS, SIMPLE ALUMINUM	P C	<input type="checkbox"/>	ELECTROPOLISHING
IA	<input type="checkbox"/>	INSPECTION, MAGNETIC PARTICLE	P D	<input type="checkbox"/>	HARD ANODIZE
IB	<input type="checkbox"/>	INSPECTION, CWI	P E	<input type="checkbox"/>	NICKEL PLATING
IC	<input type="checkbox"/>	INSPECTION, CMM	P F	<input type="checkbox"/>	PAINTING, WET
ID	<input type="checkbox"/>	INSPECTION, LASER TRACKER	P G	<input type="checkbox"/>	PAINTING, POWDER COAT
M A	<input type="checkbox"/>	3D PRINTING	P H	<input type="checkbox"/>	PASSIVATION
M B	<input type="checkbox"/>	EDM - GEARS	PI	<input type="checkbox"/>	ZINC
M C	<input type="checkbox"/>	EDM - SINKER	PJ	<input type="checkbox"/>	HEAT TREAT, STRESS RELIEF
M D	<input type="checkbox"/>	EDM - WIRE CUT	T A	<input type="checkbox"/>	TOOLING, COMPOSITE

T B	<input type="checkbox"/>	TOOLING, LARGE 5-AXIS > 10'	D P	<input type="checkbox"/>	PROGRAMMING: PLC/HMI
T C	<input type="checkbox"/>	TOOLING, SMALL 5-AXIS < 10'	D Q	<input type="checkbox"/>	PROGRAMMING: CNC
T D	<input type="checkbox"/>	FABRICS, SLINGS, STRAPS	D R	<input type="checkbox"/>	PROGRAMMING: MOTION CONTROL
D A	<input type="checkbox"/>	DESIGN: ASSEMBY	E A	<input type="checkbox"/>	ANSYS
D B	<input type="checkbox"/>	DESIGN: COMPOSITE	E B	<input type="checkbox"/>	AUTOCAD
D C	<input type="checkbox"/>	DESIGN: ELECTRICAL	E C	<input type="checkbox"/>	CATIA V5
D D	<input type="checkbox"/>	DESIGN: ELECTRO-MECHANICAL	E D	<input type="checkbox"/>	CATIA V6
D E	<input type="checkbox"/>	DESIGN: MACHINE	E E	<input type="checkbox"/>	EPLAN
D F	<input type="checkbox"/>	ANALYSIS: STRESS	E F	<input type="checkbox"/>	FANUC
D G	<input type="checkbox"/>	ANALYSIS: THERMAL	E G	<input type="checkbox"/>	PRO ENGINEER
D H	<input type="checkbox"/>	ANALYSIS: FLOW	E H	<input type="checkbox"/>	PROCESS SIMULATE
D I	<input type="checkbox"/>	DRAFTING	E I	<input type="checkbox"/>	NASTRAN
D J	<input type="checkbox"/>	SIMULATION	E J	<input type="checkbox"/>	ROCKWELL AUTOMATION / ALAN BRADLEY
D K	<input type="checkbox"/>	ENGINEER OF RECORD (PE)	E K	<input type="checkbox"/>	SIEMENS
D L	<input type="checkbox"/>	FLIGHT HARDWARE EXPERIENCE	E L	<input type="checkbox"/>	SIMULIA
D M	<input type="checkbox"/>	AVAILABLE FOR ON-SITE SUPPORT	E M	<input type="checkbox"/>	SOLIDWORKS
D N	<input type="checkbox"/>	PROGRAM MANAGEMENT	E N	<input type="checkbox"/>	UNIGRAPHICS
D O	<input type="checkbox"/>	TECHNICAL DOCUMENTS	Z Z	<input type="checkbox"/>	OTHER

FOR WEMCO USE:	
REVIEWED BY:	DATE:
REQUEST TYPE: <input type="checkbox"/> NEW SUPPLIER <input type="checkbox"/> UPDATED APPROVAL <input type="checkbox"/> REQUALIFICATION	
ON-SITE VISIT: <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE:
APPROVAL STATUS:	
APPROVED BY:	



1.0 PURPOSE AND SCOPE:

- 1.1 WEMCO Inc., wants to provide a consistent process for the purchase of items which relate to customer contracts and product quality. This procedure will also apply to outsourced processes such as, calibration, weld inspection, coating processes, etc.

2.0 RESPONSIBILITY AND AUTHORITY:

2.1

Person/s	Responsibility and Authority
Director of Quality or designee	<ul style="list-style-type: none"> Evaluate and select suppliers based upon their ability to supply product in accordance with WEMCO Inc.'s requirements. Maintains Approved Supplier List. Establish level of controls and performance ratings appropriate to suppliers on the Approved Supplier List. Disqualifies and re-qualifies Suppliers whose performance falls below expectations.

2.2

See flowchart for responsible authority for each step. **'Purchasing' refers to any employee authorized to make purchases.**

3.0 APPLICABLE FORMS OR REFERENCES:

3.1

Reference	Title
AS9100	Quality Management Systems – Requirements for Aviation, Space and Defense Organizations
See form names and numbers listed in flowchart. Additional form may include Corrective Action (QUA-F-007).	

4.0 PROCEDURE REFERENCES:

- 4.1 Purchasing authority and responsibilities for individual employees are defined within the Signing Authority Document (PUR-P-004).
- 4.2 Refer to internal training documents for Purchase Order requirements, file naming conventions, etc.

5.0 RECORDS:

- 5.1 All records will be maintained per QUA-P-002, Control of Records.

Reviewed and Approved by		
Department Head : TJ Richards		Director of Quality & Safety : Lisa Rouse
Date: 23 Oct 2017		Date: 23 Oct 2017
Revision History		
Rev	Description of revision	Author/Rev. Date
1	Original release	C. Lukich 31 Aug 2016
2	Clarify scope to include outsourced processes	C. Lukich 16 Dec 16
3	Added 4.2.1 and 4.2.2	C. Lukich 11 Jan 2017
4	Added flowchart with instructions, documents needed, responsible authority. Edits to 2.0, 3.0 & 4.0	L. Rouse 22 Aug 2017
5	'as applicable' added to step 2 Purchase Request Form. Corrected document number error	L. Rouse 23 Oct 2017
6	Step 6: Document for purchase authority was changed to Signing authority for Purchases PUR-F-002	L. Rouse 03 Jan 2018
7	Updated responsible authority from VP of Supply Chain to Director of Quality or designee. Defined 'Purchasing' to include all employees that are authorized to make purchases.	L. Rouse 08 Oct 2018

SUBCONTRACTOR LIST

PROJECT NAME: ITB 5101-19

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



Agenda Sheet for City Council Meeting of:
11/11/2019

Date Rec'd	10/25/2019
Clerk's File #	OPR 2019-0960
Renews #	
Cross Ref #	
Project #	
Bid #	PW ITB 5105-19
Requisition #	2020 FUNDS

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 BRIDGE CRANE PREVENTATIVE MAINTENANCE AND INSPECTIONS

Agenda Wording

Contract for Preventative Maintenance/Inspections on Bridge Cranes with WEMCO, Inc., of Spokane, WA. Term from January 1, 2020 through December 31, 2020 with an annual cost of \$100,000.00 including taxes.

Summary (Background)

The Waste to Energy Facility recently completed the installation of two new 9-ton, top-running, double-girder bridge cranes. These cranes are used continuously and will require preventative maintenance and quarterly inspections to ensure they continue operating safely. On September 30, 2019 bidding closed on PW ITB 5105-19 for these services and WEMCO, Inc., of Spokane, WA was the only response received. The contract will be for one year with four (4) additional one-year extensions possible.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ 100,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u> PIES 10/28/2019
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org
<u>Additional Approvals</u>		tprince@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org
		mhumphrey@wemcoinc.com

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Preventative Maintenance/Inspections on Bridge Cranes at the WTE
Date:	October 28, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract to ensure safe and continued uninterrupted operations.

Background/History:

The Waste to Energy Facility recently completed the installation of two new 9-ton, top-running, double-girder bridge cranes. These cranes are used for continuously loading refuse into the furnace for incineration. Even though the cranes are new, they will still require preventative maintenance and quarterly inspections to ensure they continue operating safely.

On September 30, 2019 bidding closed on PW ITB 5105-19 for these services and WEMCO, Inc., of Spokane, WA was the only response received. The contract will run from January 1, 2020 through December 31, 2020 with four (4) additional one-year extensions possible. The annual cost should not exceed \$100,000.00 including tax.

Executive Summary:

- Contract for preventative maintenance/inspections of the bridge cranes at the WTE per PW ITB 5105-19.
- WEMCO, Inc. of Spokane, WA was the only response received.
- The contract will span from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year extensions
- The annual cost should not exceed \$100,000.00 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 operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

PUBLIC WORKS CONTRACT

Title: **REFUSE CRANE PREVENTATIVE
MAINTENANCE INSPECTIONS AND SERVICE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WEMCO, INC.**, whose address is 5510 West Thorpe Road, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **REFUSE CRANES QUARTERLY PREVENTATIVE MAINTENANCE INSPECTIONS AND UNSCHEDULED SERVICES FOR TWO 9-TON, TOP RUNNING DOUBLE GRINDER (TRDG) BRIDGE CRANES, PW ITB 5105-19.**
2. **CONTRACT DOCUMENTS.** 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 Solid Waste 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. **TERM.** The term of this Contract begins on January 1, 2020, and ends on December 31, 2020 unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four additional one year renewals.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, not including applicable taxes, unless modified by a written amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. 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.

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment/performance bond on the forms 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.

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

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

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the 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.

14. PUBLIC WORKS REQUIREMENTS. 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.

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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.

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

17. **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.

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

19. ASSIGNMENTS. 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.

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

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

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

27. MODIFICATIONS. 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.

28. INTEGRATION. 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.

29. **FORCE MAJEURE**. Neither party shall be liable to the other for any failure or delay in 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.

WEMCO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment/Performance Bond
Certification Regarding Debarment

PAYMENT / PERFORMANCE BOND

We, WEMCO, INC., as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **REFUSE CRANES QUARTERLY PREVENTATIVE MAINTENANCE INSPECTIONS AND UNSCHEDULED SERVICES FOR TWO 9-TON, TOP RUNNING DOUBLE GRINDER (TRDG) BRIDGE CRANES, PW ITB 5105-19**. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

WEMCO, INC.,
AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Bid Response Summary

Bid Number PW ITB 5105-19
Bid Title Refuse Cranes Quarterly Preventative Maintenance Inspections and Unscheduled Services For Two 9-Ton, Top-Running Double Girder (TRDG) Bridge Cranes.
Due Date Monday, September 30, 2019 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Wemco Inc.
Submitted By Matt Humphrey - Monday, September 30, 2019 8:45:38 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments

Question Responses

Reference Number	Question	Response
#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	Wemco Inc.
#2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of one-hundred (100) calendar days after the stated submittal date.	Yes
#3	For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. Do you request 10% retainage in lieu of Bond?	Yes
#4	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Yes
#5	Bidder realizes if it did not attend the Mandatory Pre Bid on July 12, 2019, it will be non-responsive, and therefore, cannot submit a bid. Acknowledge.	Yes
#6	Did Bidder Attended Mandatory Pre Bid on 7/12/2019?	Yes
#7	Bidder Has Reviewed Addendum 1, PW ITB 5105-19 located in "Documents Tab"	Yes
#8	Download "Addendum 1 PW ITB 5105-19" From The Bid Documents Tab, Enter Company and Sign, and Upload Here	Addendum 1 ITB 5105-19 (2) - Signed.pdf
#1	Bidder Acknowledges: The Waste to Energy Facility (WTEF) operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	Yes
#2	Bidder Acknowledges: 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 dryer absorber before entering the fabric filter bag houses.	Yes

#3	Bidder Acknowledges: The City of Spokane, Solid Waste Disposal, Waste to Energy Facility (WTEF) is seeking bids from qualified contractors to perform Scheduled Preventative Maintenance Inspections and Unscheduled Non-Emergency and Emergency Services pertaining for two 9 ton refuse cranes.	Yes
#1	CONTRACTOR'S REPRESENTATION: The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed. Acknowledged	Yes
#2	QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment and experience and financial ability to insure completion of the Work, unless waived by the City. Acknowledged	Yes
#3	AWARD OF CONTRACT. Award of contract, when made by the City, will be to the lowest responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results . Acknowledged	Yes
#4	PAYMENT. Payment will be made via direct deposit/ACH after receipt of Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Contractor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. . Acknowledged	Yes
#5	REJECTION OF BID. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown. Acknowledged	Yes
#6	REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal. Acknowledged	Yes
#7	PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020. by either of the following: 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.	Yes
#8	CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City. Acknowledged	Yes

#9	BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor 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 Vendor 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	Yes
#10	Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	Supplemental Bidder Responsibility Criteria (3) (1) - Signed.pdf
#12	SAFETY TRAINING: Awarded vendor must comply with On Site Safety Training requirements prior to performing any services onsite. All personnel that are to perform on-site services at the WTE Facility must watch 10-minute video that can be accessed via: https://vimeo.com/194591363/b5e0552df3 and must read and complete Attachment B, Contractor On-Site Declaration in addition to watching video.	Yes
#1r	SCOPE OF WORK. The Contractor shall furnish all supervision, administration, labor, tools, materials and all necessary supplies and incidentals to complete the service described herein, unless other arrangements are agreed upon in specific work scope Acknowledged	Yes
#2r	PERIOD OF PERFORMANCE: The period of performance of any contract resulting from this PW ITB is tentatively scheduled to begin on or about January 1, 2020 and to end on December 31, 2020.	Yes
#3	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.	Yes
#4	LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date. Acknowledged	No
#5	MAINTENANCE & REPAIR SERVICES Any maintenance or repair services are subject to prevailing wage rates.. Acknowledge.	Yes

#6	<p>PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 9/30/19. C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages. Acknowledged</p>	Yes
#7	<p>PREVAILING WAGES PRICE ADJUSTMENTS: Upon the effective date of revised prevailing wage adopted by the Department of Labor and Industries at the anniversary date of the contract, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other cost except for changes in prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in change order. To the extent that the contract sum changes, a change order will be issued as appropriate</p>	Yes
#8	<p>FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars (\$20) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.</p>	Yes
#9	<p>INTENTS & AFFIDAVITS FOR REPAIR SERVICES: Each repair made to the Access Control system during the contract period will require Statement of Intent to Pay Prevailing Wages' and 'Affidavit of Wages Paid' that has been approved by the Department of Labor and Industries to be submitted. Acknowledge</p>	Yes
#10	<p>INTENTS & AFFIDAVITS FOR REPAIR SERVICES: 1. Repair and maintenance service requests under \$2,500.00 with no-subcontractors must be completed utilizing the Small Works Public Works Contract form as provided in "Documents Tab" and Submitted with Invoice.</p>	Yes
#11	<p>INTENTS & AFFIDAVITS FOR REPAIR SERVICES: 2. If the repair is above \$2,500.00 or includes subcontractors the Supplier must submit a single Intent to Pay Prevailing Wages for the contract period and a Affidavit of Wages for each visit to the Department of Labor & Industries. Acknowledge</p>	Yes
#12	<p>INTENTS & AFFIDAVITS FOR REPAIR SERVICES: 3. The City of Spokane must have a copy of the approved forms before it can make payment(s) to the Supplier. Acknowledge</p>	Yes

#13	INTENTS & AFFIDAVITS FOR REPAIR SERVICES: 4. The applicable wage rate for the repair is the contract period that is in effect. Acknowledge.	Yes
#14	WASHINGTON STATE RETAIL SALES TAX. A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law. B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item. Acknowledged	Yes
#15	PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010. Acknowledged	Yes
#16	RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I). b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the Retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs. Acknowledged	Yes
#17	PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies. Acknowledged	Yes

#18	<p>GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. Acknowledged</p>	Yes
#19	<p>SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. Acknowledged</p>	Yes
#20	<p>INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract; c. 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 the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance. Acknowledged</p>	Yes
#1	<p>PERFORMANCE. The Contractor will furnish all supervision, administration, labor, tools equipment, materials and all necessary supplies, incidentals, permits, organization. to complete the Scope of Work service described herein, unless other arrangements are agreed upon in specific work scope. Any Mobilization or Demobilization charges but be all inclusive, i.e. fee to include supervision, administration, labor, tools, and any other charges. All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates. Acknowledge.</p>	Yes

#2	The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years experience in Quarterly Crane Preventative Maintenance Inspections and Repair Service.	Yes
#3	SCOPE OF WORK: Provide certified inspectors and qualified technicians to perform Quarterly Scheduled Preventative Maintenance Inspections and Unscheduled Non-Emergency and Emergency Services pertaining for two refuse cranes, 9-Ton, Top-Running Double Girder (TRDG) Bridge Cranes, for the Waste to Energy Facility (WTEF) located in Spokane, Washington at 2900 S Geiger Boulevard. Inspections shall be in accordance, but not limited to: Crane Manufacturers Association of America (CMAA), Standards and Guidelines for Professional Services Performed on Overhead and Traveling Cranes and Associated Hosting Equipment; CMAA Speciation # 78 Release 2002; Manufacturer Recommendations; ANSI, HMI, ISO 9000, NEC, WAC, and OSHA Codes and/or standards. Acknowledge.	Yes
#3.1	The Contractor must report to WTEF Control Room prior to performing any service	Yes
#3.2	SERVICE DESCRIPTION: Bidder has certified inspectors and qualified technicians to perform inspect and service 9-Ton, Top-Running Double Girder (TRDG) Bridge Cranes. Manufacturer: WEMCO. Serial Number: 318005; WTEF Identification Number: 15-109-100, use location South Refuse Handling. Serial Number 318006; WTEF Identification Number 11-1090200, use location North Refuse Handling. Acknowledge.	Yes
#4	SCHEDULED SERVICES QUARTERLY CALENDAR PREVENTATIVE MAINTENANCE INSPECTIONS OF Two 9 Ton Refuse, Top-Running Double Girder (TRDG) Bridge Cranes: To ensure clear communication Vendor shall be in communication with WTEF Maintenance Supervisor approximately one month prior to each calendar quarter to schedule inspections. WTEF Spokane reserves the right to change the dates of the work scope as needed. Each inspection is to be customized to fit the applicable crane; which includes data on the mechanical, structure and electrical aspects of the cranes. Acknowledged.	Yes
#4.1	INSPECTOR QUALIFICATION: The inspections shall be performed by "Certified Crane Inspectors" whom exceed industry qualification standards such as CMAA Spec 78. A crane inspector shall have a minimum of 2,000 field hours of experience related to the maintaining, servicing, repairing, modifying and functional testing of cranes and associated hoisting equipment...Under no circumstances should an individual be permitted to perform inspections who has not received appropriate training and cannot demonstrate a working knowledge of applicable codes and regulations and of the product being inspected. CMAA Spec 78 2.2 . Acknowledge.	Yes
#4.3	INSPECTION: • Inspect all equipment oil and lube reservoirs levels and report any excessive leakage. Acknowledge.	Yes
#4.4	INSPECTION: • Visually inspect the sheaves, drums, wheels, and bearings for general conditions and proper lubrication. Acknowledge.	Yes
#4.5	INSPECTION: • Inspect the wire rope for any signs of kinking, crushing, cutting, bird caging, corrosion, or other unusual wear. Acknowledge.	Yes
#4.6	INSPECTION: • Visually inspect the load block and hook for any excessive wear; such as bending, twisting, cracks, grooves, or increased throat opening.	Yes

#4.7	INSPECTION: • Visually inspect the external components of the hoists, trolley frames, catwalks, and handrails for loose bolts, broken parts, misalignments, broken welds, or any other unusual conditions. Acknowledge.	Yes
#4.8	INSPECTION: • Check entire unit for smoothness of operation and proper pendant/transmitter identifications.. Acknowledge.	Yes
#4.9	INSPECTION: • Open control boxes and check all contactors, relays, timers, etc..., for proper operation, loose or broken connections. Acknowledge. •	Yes
#4.10	INSPECTION: • Inspect all safety devices, i.e. limit switches, for proper operation.	Yes
#4.11	INSPECTION: • Inspect external motors, couplings, and wiring for wear and deterioration. Check motor stator, windings, and operations of all motors in general. Acknowledge.	Yes
#4.12	INSPECTION: • Inspect general condition of the end stops, rail sweeps, drop lugs, and shock absorbing bumpers. Acknowledge.	Yes
#4.13	INSPECTION: • Visually inspect motor brakes for proper operation or possible need of adjustment or replacement of brake discs, studs, coils, shoes, etc. Acknowledge.	Yes
#4.14	INSPECTION: • Inspection of collector shoes, brushes, or wheels for signs of arcing and/or wear. Acknowledge	Yes
#4.15	INSPECTION: • All items found during inspections which constitute a safety hazard will be documented on a safety summary report and submitted to customer management before Inspector leave the customer's facility. Acknowledge.	Yes
#4.16	PREVENTATIVE MAINTENANCE: Preventative Maintenance service includes all lubrication materials, oils, and AC Filters. Acknowledged.	Yes
#4.17	PREVENTATIVE MAINTENANCE: • All components requiring lubrication. Acknowledge	Yes
#4.18	PREVENTATIVE MAINTENANCE: • All gearbox oil changes. Acknowledge	Yes
#4.19	PREVENTATIVE MAINTENANCE: • All gearbox visual inspections (internal). Acknowledge	Yes
#4.20	PREVENTATIVE MAINTENANCE: • Control stations and wireless controls for operation and safety functions. Acknowledge.	Yes
#4.21	PREVENTATIVE MAINTENANCE: • All wear items for signs of fatigue or excessive wear	Yes
#4.22	PREVENTATIVE MAINTENANCE: • All structure and supports visually for failures. Acknowledge.	Yes
#4.23	PREVENTATIVE MAINTENANCE: • Hooks and lifting devices. Acknowledge.	Yes
#4.24	PREVENTATIVE MAINTENANCE: • Load chains or wire ropes. Acknowledge.	Yes
#4.25	PREVENTATIVE MAINTENANCE: • All limit switches and safety devices. Acknowledge.	Yes
#4.26	PREVENTATIVE MAINTENANCE: • Motor brake for operation and adjustments. Acknowledge.	Yes
#4.27	PREVENTATIVE MAINTENANCE: • All brake pad inspections. Acknowledge	Yes
#4.28	PREVENTATIVE MAINTENANCE: • All 480 volt pickup shoes for wear on main power rail for crane and main power rail for trolley. Acknowledge	Yes
#4.29	PREVENTATIVE MAINTENANCE: • Check for any loose connections on breakers and drives Acknowledge	Yes

#4.30	PREVENTATIVE MAINTENANCE: • Check brake pads on all brakes. Acknowledge	Yes
#4.31	PREVENTATIVE MAINTENANCE: • Check resistor connections for tightness . Acknowledge	Yes
#4.32	PREVENTATIVE MAINTENANCE: • Replace AC unit filters on cabinets. Acknowledge	Yes
#4.33	PREVENTATIVE MAINTENANCE: • Check for wear on length of umbilical cord. Acknowledge	Yes
#4.34	PREVENTATIVE MAINTENANCE: • If any of the above items require immediate service, Contractor will perform adjustments and any lubrication materials, oils and AC Filters as needed. Acknowledge.	Yes
#4.35	PREVENTATIVE MAINTENANCE: Contractor will submit a record of the inspection and maintenance for each crane clearly identifying all items serviced, lubricated, oil changes, and AC filter changes. Acknowledge.	Yes
#4.36	REPORTING DETAIL AND SCOPE: Vendor shall provide a written report to the WTEF Maintenance Manager after completing cranes, and requests for services. Acknowledge.	Yes
#4.37	REPORTING DETAIL AND SCOPE: REPORT • Equipment list: Provide a list of all cranes inspected and identify location and serial numbers. Acknowledge.	Yes
#4.38	REPORTING DETAIL AND SCOPE: REPORT • Condition Summary: Provide a report in graph format that lists cranes from worst condition to best by rating the condition on a scale from 0 to 100. This report can be used as a "report card" on the contractor's performance to indicate improved condition of the cranes from one inspection to the next. Acknowledge.	Yes
#4.39	REPORTING DETAIL AND SCOPE: REPORT • Planning Overview: Provide a report that prioritizes crane defects based on A) Safety and B) Production risks. Acknowledge.	Yes
#4.40	REPORT: • Crane Condition: Provide an individual detailed component condition report for each crane. Each report must be customized to only show components for that specific crane. Component conditions are rated on a 1 to 10 scale so that any changes in condition can monitored and acted on, in most cases before a breakdown occurs. Acknowledge.	Yes
#4.41	REPORT: • Work Orders: Provide a work order report that lists the deficient components with their associated priority code (Safety or Production related) that will assist the end-user with determining the order and importance of repairs that need to be made. Acknowledge.	Yes
#4.42	REPORT: • Online documentation for above items via the internet for inspection results for categories above. Acknowledge.	Yes
#4.43	INSPECTION AND REPAIR PROCESS: Contractor shall provide an Inspection and Repair Process Report that lists a condition and safety score of all equipment inspected. Equipment Score is calculated by comparing the arithmetic average on the Conditions Summary scores over previous inspections. Safety Score is the total number of safety deficiencies found during subsequent inspections. Based on annual inspection and condition of each crane determine the recommended maintenance required on each piece of equipment and present each location with a customized quote for maintenance services. This will include pricing and recommendation on when inspection intervals should be performed based on the usage of each crane.	Yes

#4.44	INSPECTION AND REPAIR PROCESS: • Consultation and Repairs: Provide consultation and recommendations with fixed price quotes to perform repairs for deficiencies found on inspection for each location. Provide timeline of when the deficiencies should be performed. Acknowledge.	Yes
#4.45	INSPECTION AND REPAIR PROCESS: • Business Review: Provide a semi-annual report in presentation format that gives a breakdown of all crane related expenses for the year – Inspections, Planned Repairs, Emergency Repairs, Parts, Modernizations and New Equipment. Provide recommendations for budgetary planning of maintenance costs and long term planning. Acknowledge.	Yes
4.46	INSPECTION AND REPAIR PROCESS: • Quality Control: Provide a report that lists a condition and safety score of all equipment inspected. Equipment Score is calculated by comparing the arithmetic average on the Conditions Summary scores over previous inspections. Safety Score is the total number of safety deficiencies found during subsequent inspections. Acknowledge.	Yes
#5	UNSCHEDULED SERVICES: Comprised of Non-Emergency or Emergency. Acknowledged.	Yes
#5.1	REPAIR TECHNICIAN QUALIFICATION: A crane technician should have relevant work experience in maintaining, servicing, repairing and modifying cranes...Under no circumstances should an individual be permitted to perform repairs who has not received appropriate training. CMAA 78 2.1 shall be the guide . Acknowledge.	Yes
#5.2	UNSCHEDULED NON-EMERGENCY: Contractor shall be on site with 24 hours, unless a different response is mutually agreed upon and coordinated between Contractor and WTEF Maintenance Supervisor. Acknowledge.	Yes
#5.3	UNSCHEDULED EMERGENCY: Twenty-four hours, seven days a week and three hundred and sixty-five days a year, emergency service shall be required in the event of unplanned crane failure. A minimum response time of 2 hours shall be guaranteed. Contractor shall be able to onsite at WTEF within two (2) hours after being notified of an Emergency Services Notification. Contractor must be able to maintain the 2-Hour Emergency Response 24-hours a day, seven-days a week, 365 days a years. Acknowledge.	Yes
#6	Download "Pricing Pages PW ITB 5105-19" From The Bid Documents Tab, Complete And Upload Here	1032_001.pdf
#1	Washington State Contractor's Registration Number	WASHIEM099QK
#2	U.B.I. Number	601-174-038
#3	Washington Employee Security Department Number	560,436-00
#4	Washington Excise Tax Registration Number	601-174-038
#5	City of Spokane Business Registration Number	T12003901BUS
#1	Download "Subcontractor List Form, "From The Bid Documents Tab, Complete And Upload Here. If No Subcontractors Will Be Used State This On The Form. And Then Upload Form.	Subcontractor List under \$1M (1) (3).docx
#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	City Submittal.pdf

BID PROPOSAL

PROJECT: #5105-19; Quarterly Refuse Cranes Preventative Maintenance Inspections and Unscheduled Services

Bidder's Declaration.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following prices:

SCHEDULED SERVICES	
Total Number Of Hours Required To Complete All Work and Requirements Associated With Four Quarterly Inspects	220 hrs. Total Annual Hrs. Required
Total Labor Cost for To Complete All Work and Requirements Associated With Four Quarterly Inspects	\$27,500 Total Annual Labor Cost Labor
Total Equipment & Materials Plus Cost To Complete All Work and Requirements Associated With Four Quarterly Inspects	\$12,400 Total Annual Material/Equipment Cost
Applicable Tax Rate 8.9%	\$3551.10 Total Annual Tax
Extended Total Annual Cost To Be Incurred To Complete All Work and Requirements Associated With Four Quarterly Inspection	\$43,451.10 All Inclusive Annual Extended Total Cost
UNSCHEDULED SERVICES	
Unscheduled Non-Emergency	Non-Emergency Repairs. Contractor shall be on site with 24 hours, unless a different response is mutually agreed upon and coordinated between Contractor and WTEF Maintenance Supervisor.
Unscheduled Emergency	Emergency Calls, Contractor shall be on site within 2 hours of notification
<u>one</u>	<u>\$156.25 Hourly Rate (6:00am – 4:30pm)</u>
Overtime Rate	\$234.37 Hourly Rate (4:30pm – 6:00am)
Emergency Work Rate/After Straight Rate	\$234.37 Hourly Rate (4:30pm – 6:00am)
Straight Time Rate	\$156.25 Hourly Rate (6:00am – 4:30pm)
Holiday Rate	\$312.50 Hourly Rate
Travel Cost Per Unscheduled Service	\$0.00 (No Charge)
Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service	15%
Applicable Tax	8.90%

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) One and agrees that their requirements have been included in this bid proposal.

Name of Bidder: WEMCO Inc. _____

Matthew J. Humphrey

Signature of Bidder's Authorized Representative

Project Manager

Title

5510 W. Thorpe Rd., Spokane, WA, 99224

Address

(509) 244-4773

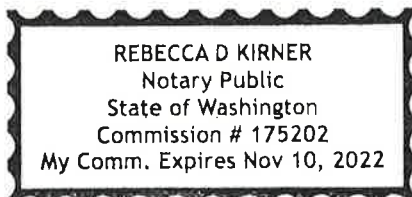
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On September 30th, 2019
date

Rebecca D. Kirner

Signature of Notary Public



My appointment expires 11/10/22

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

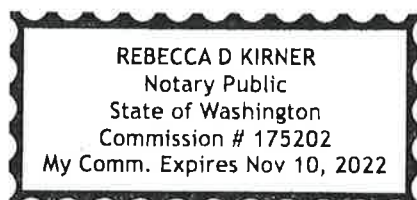
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On September 30th, 2019
date



Rebecca D. Kirner
Signature of Notary Public

My appointment expires 11/10/22

July 10, 2019

ADDENDUM NO. 1 PW ITB 5105-19

PW ITB 5105-19 Addendum 1

Refuse Cranes Quarterly Preventative Maintenance Inspections and Unscheduled Services For Two 9-Ton, Top-Running Double Girder (TRDG) Bridge Cranes.

MADATORY PRE-BID CONFERENCE. A mandatory pre-bid conference was conducted on Friday, July 12, 2019, at 8:30 AM, 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.
No questions were asked by any of the attending bidders; a walk down was conducted.

CLARIFICATION:

Forrest McKinney/WTEF made implied reference to "Under Technical Requirements, Question # 4.44, Inspection and Repair Process" in regards to repairs...

Under Technical Requirements, Question # 4.44

#4.44 INSPECTION AND REPAIR PROCESS: • Consultation and Repairs: Provide consultation and recommendations with fixed price quotes to perform repairs for deficiencies found on inspection for each location. Provide timeline of when the deficiencies should be performed. Acknowledge.

WTEF would review Contractor's recommendations with firm fixed price quotes, to enable WTEF to make determinations as how it would be processed, which could include but not limited to:

- WTEF would have to verify there are sufficient funds on resulting contract, should WTEF decide to proceed with repair(s) as quoted.
- Should repair quote involve parts, WTEF may procure parts outside the contract if it would be in best interest of the City.

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 7/31/2019 at 9:00PM



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.








WEMCO Inc.

Matthew L Humphrey

Digitally signed by Matthew L Humphrey
DN: C=US, E=mlhumphrey@wemcoinc.com, O=Wemco Inc.,
CN=Matthew L Humphrey
Reason: I am approving this document
Date: 2019.09.30 07:35:16-07'00'

Company

Signature

PW ITB 5105-19 Refuse Cranes Quarterly Preventative Maintenance Inspections and Unscheduled Services For Two 9-Ton, Top-Running Double Girder (TRDG) Bridge Cranes.			July 12, 2019 8:30 AM Pacific Local Time
Company Name	Individual's Printed Name	Signature	Email address
WHITING (SUB FOR VANPORT)	PAUL JONES		PJONES@WHITINGSERVICES.COM
WEMCO Inc	Matt Humphrey		Mhumphrey@wemcoinc.com
" "	Justin Almeida		JAlmeida@wemcoinc.com
" "	Josh Morris		Jmorris@wemcoinc.com
" "	Danny Bradburn		dbradburn@wemcoinc.com
CITY OF SPokane	R. Kyle Ronda		R.Ronda@spokane.org
WTE Spokane	Forrest McKinney		FMckinney@spokane.org




City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

Bidders shall complete, sign and submit this form with attachments with Bid.	
Project Name: Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance Inspections and Unscheduled Services	
Project # PW ITB 5101-19	
Part A: General Company Information	
Company Name: WEMCO Inc.	
Address: 5510 West Thorpe Road, Spokane, WA 99224	
Contact Name and Title: Matt Humphrey, Project Manager	
Contact Phone: (509)244-473	Contact E-mail: mhumphrey@wemcoinc.com
Years in business as a Prime Contractor: 30	Years in business as a sub-contractor: 30
Years in business under present Name: 30	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years: N/A	
Explain reason for name change(s) in the past five (5) years	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required 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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement 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 safety 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.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 evaluate 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?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 the previous five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will 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 is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.	
Third Party Professional Engineer Error in Analysis - Unsettled	
Part L: Delinquent State Taxes	
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the 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 RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.	
See ISO Forms PUR-P-001 & PUR-F-001	
Signature	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
 <div> Digitally signed by Matthew L. Humphrey DN: C=US, E=mhumphrey@wemcoinc.com, O=Wemco Inc., CN=Matthew L. Humphrey Reason: I am approving this document Date: 2019.09.30 08:33:45-07'00' </div>	
Printed Name of Authorized Representative	Title
Matthew L. Humphrey	Project Manager

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.

PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
WEMCO Inc.		Juston Rouse, (509)244-4773	
Project Name		Project Contract Number	
Priest Rapids Gantry Rehab.		230-3964	
Project Owner		Project Location	
Grant County PUD		Priest Rapids Dam, Grant/Yakima Counties WA.	
Project Owner Contact Name & Title		Owner's Telephone Number	
Johnathan Blake, Mechanical Engineer		509-431-8711	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
4/24/2015	9/1/2019	\$1,796,411.30	!1,890,398.74
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	

Brief Project Description

Rehabilitation of 2 Gantry at Priest rapids Dam. One 25Ton Upstream Gantry and one 35Ton Downstream Gantry.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

WEMCO performed a complete rehabilitation of 2 gantry cranes on-site at Priest Rapids Dam. This work included the demolition of the old electrical controls, hoists, and wheel drive. WEMCO Repainted the Gentries in place and then installed all new wheel drives, hoists, and electrical systems. All work to place on the upstream and downstream deck of the dam.

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) <u>0</u>	(H) <u>2</u>	(I) <u>6</u>	(J) <u>0</u>

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) <u>3</u>	(L) <u>411</u>

Injury and Illness Types

Total number of ... (M)	
(1) Injuries	<u>9</u>
(2) Skin disorders	<u>0</u>
(3) Respiratory conditions	<u>0</u>
(4) Poisonings	<u>0</u>
(5) Hearing loss	<u>0</u>
(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name WEMCO INC.

Street 5510 W TROPE RD

City SPOKANE State WA ZIP 99224

Industry description (e.g., *Manufacture of motor truck trailers*) MANUFACTURE

Standard Industrial Classification (SIC), if known (e.g., 3715) _____

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212) 333517

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 54.33

Total hours worked by all employees last year 119,438.35

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

KARMA K ROSE President

Company executive 509 244-4773 THE DATE 1/25/17

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must **complete** an injury and illness incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMSB no. 1218-0176

ESTABLISHMENT NAME WEMCO INC.
CITY SPokane STATE WA

Identify the person

(A)	(B)
Case	Employee's name
1	...
2	...
3	...
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97	...
98	...
99	...
100	...

(C)

Date of injury

(E)
Where the event occurred

(F) Describe injury or illness, parts of body affected,

Describe the case

(E)
Where the event occurred

(F) Describe injury or illness, parts of body affected,

Classify the case

CHECK ONLY ONE BOX for each case based on the most serious outcome for that case:

Enter the number of days the injured or ill worker was:

Check the "injury" column or choose one type of illness:

[illegible]

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If You have any comments regarding this estimate of burden, including suggestions for reducing the burden, please write to Washington Headquarters Office of Management and Budget, Paperwork Project Director (0142-0046), Washington, DC 20503. Send comments to this office. Also see the estimates for this collection of information at 0142-0046.

Page of

7/3/20

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(g) <u>0</u>	(h) <u>0</u>	(i) <u>1</u>	(j) <u>12</u>

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(k) <u>0</u>	(l) <u>43</u>

Injury and Illness Types

Total number of ... (m)	
(1) Injuries <u>23</u>	(4) Poisonings <u>0</u>
(2) Skin disorders <u>0</u>	(5) Hearing loss <u>0</u>
(3) Respiratory conditions <u>0</u>	(6) All other illnesses <u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name WEMCO, Inc
Street 5610 W. Tanager Rd.
City SPOKANE State WA ZIP 99224

Industry description (e.g., Manufacturer of motor truck trailers)
Manufacture of Equipment
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336222)
333511

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)
Annual average number of employees 43

Total hours worked by all employees last year 88,605

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive Kenneth R. Rowse President
Date 8/1/18
Title President

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review existing instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments regarding this estimate of the burden of this collection of information, include those estimates or other aspect of this collection of information, send them to Washington, DC 20503. Do not send the completed forms to this office.

Summary of Work-Related Injuries and Illnesses



Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u> (G)	<u>0</u> (H)	<u>0</u> (I)	<u>0</u> (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u> (K)	<u>0</u> (L)

Injury and Illness Types

Total number of . . .	(1) Injuries	(4) Poisonings
<u>3</u> (M)	<u>0</u>	<u>0</u>
(2) Skin disorders	(5) Hearing loss	(6) All other illnesses
<u>0</u>	<u>0</u>	<u>0</u>
(3) Respiratory conditions		
<u>0</u>		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 36 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name WEMCO, Inc.
Street 5510 W. Thorpe Rd.
City Spokane State WA ZIP 99224

Industry description (e.g., *Manufacture of motor truck trailers*)
Manufacturing
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
333517

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 41
Total hours worked by all employees last year 3345 85178.9

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive Karma K Koriee President
Signature Karma K Koriee Title President
Phone 509-244-4773 Date 2/1/19

State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140

THIS IS
NOT A
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12-05-17

RECEIVED DEC 13 2017

Policyholder

WEMCO INC
5510 W THORPE RD
SPOKANE WA

99224

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor ¹ :
January 1, 2018	0.6000
Experience Period:	
July 1, 2013 - June 30, 2016	
WA Unified Business Identifier (UBI):	
601 174 038	
L&I Account ID:	PAC Number:
560,436-00	32179186
Account Manager:	
JAVIER PAREDES	
(360)902-4639	

What went into calculating your 2018 workers' comp rates?

1. Change in L&I average 'base' rate: 2.5% average rate decrease for 2018; rates specific to your industry can be found on our website at lni.wa.gov
2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.
4. A claim-free discount: You earned a 40% claim-free discount in your Experience Factor. Learn how to keep the discount at www.Lni.wa.gov/ClaimFreeDiscount.

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports

Need help understanding this notice? Call your account manager at the phone number shown above.

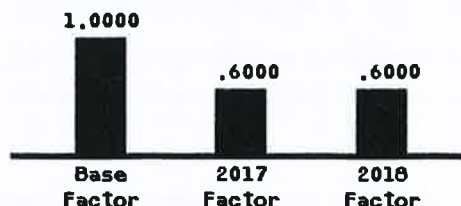
Have a payroll service?

Send them a copy of this notice.

Class Code	Class Code Description	Accident Fund (AF) ¹	Medical Aid Fund (MA) ²	Stay at Work Program ³	Supp. Pension Fund (SP) ⁴	Hourly* Employer Contribution	Hourly* Employee Withholding	= Your Total Hourly* Rate $[(1+2+3) \times 4] + 5$
4904-00	Clerical Office NOC & Draftsmn	0.0260	0.0188	0.0003	0.1030	\$0.07285	\$0.05725	\$0.1301
5109-46	Hvy Mach & Equip Mfg or Rpr	0.9601	0.4186	0.0124	0.1030	\$0.75690	\$0.18080	\$0.9377
6303-00	Sales Personnel NOC-Outside	0.0876	0.0494	0.0011	0.1030	\$0.11925	\$0.06665	\$0.1859
7101-00	Corp Officer NOC (admin only)	0.0393	0.0201	0.0005	0.1030	\$0.08120	\$0.05770	\$0.1389

Your Rate Information

Your experience factor history:



This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

What's an experience factor?
See back for an explanation.

State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140

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8-3-17

RECEIVED AUG 10 2017

Policyholder
WEMCO INC
5510 W THORPE RD
SPOKANE WA 992245371

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor ⁴ :
July 1, 2017	0.6000
Experience Period:	
WA Unified Business Identifier (UBI):	
601 174 038	
L&I Account ID:	PAC Number:
560,436-00	32179186
Account Manager:	
JULIE SUR	
(360)902-4825	

Class code 7101-00 is used to report hours worked by corporate officers who have elected optional coverage for industrial insurance and are not covered by another class code. This class covers those officers who do only administrative and sales-related work. If an officer performs any other job duties directly related to the operation of the business (for example, construction or manufacturing job duties) all of their work hours must be reported in the class code that applies to the work being done - there CANNOT be a division of hours for any one officer between class code 7101 and any other class on the Employer's Quarterly Report for Industrial Insurance unless specifically allowed by the account manager. Coverage under this class is limited to those corporate officers who own stock in the corporation, are elected and empowered in accordance with the articles or bylaws of incorporation, and serve on the board of directors.

For the complete description of the risk classification(s) assigned to your business, go to <http://apps.leg.wa.gov/wac/default.aspx?cite=296-17A> and click the links for your classification(s).

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports

Need help understanding this notice? Call your account manager at the phone number shown above.

Have a payroll service?

Send them a copy of this notice.

Your Rate Information	Class Code	Class Code Description	Accident Fund (AF) ¹	Medical Aid Fund (MA) ²	Stay at Work Program ³	Supp. Pension Fund (SP) ³	Hourly* Employer Contribution	Hourly* Employee Withholding	= Your Total Hourly* Rate $[(1+2+3) \times 4] + 5$
	4904-00	Clerical Office NOC & Draftsmn	0.0275	0.0203	0.0003	0.0960	\$0.07070	\$0.05420	\$0.1249
	5109-46	Hvy Mach & Equip Mfg or Rpr	1.0142	0.4276	0.0126	0.0960	\$0.78855	\$0.18005	\$0.9686
	6303-00	Sales Personnel NOC-Outside	0.0970	0.0549	0.0012	0.0960	\$0.12305	\$0.06485	\$0.1879
	7101-00	Corp Officer NOC (admin only)	0.0409	0.0208	0.0005	0.0960	\$0.07890	\$0.05440	\$0.1333

Your experience factor history:

We show your experience factor history here each December.

Or, you may go online, where it is always available.

Your account manager is also ready to help.

What's an experience factor?
See back for an explanation.

This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

235000991782280101100000

State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140

THIS IS NOT A BILL

RECEIVED DEC 14 2016 12-05-16

Policyholder

WEMCO INC
5510 W THORPE RD
SPOKANE WA

99224

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor ⁴ :
January 1, 2017	0.6000
Experience Period:	
July 1, 2012 - June 30, 2015	
WA Unified Business Identifier (UBI):	
601 174 038	
L&I Account ID:	PAC Number:
560,436-00	32179186
Account Manager:	
CHRISTOPHER WASSON	
(360)902-6331	

What went into calculating your 2017 workers' comp rates?

1. Change in L&I average 'base' rate: 0.7% average rate increase for 2017; rates specific to your industry can be found on our website at lni.wa.gov
 2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
 3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.
- A claim-free discount: You earned a 40% claim-free discount in your Experience Factor. Learn how to keep the discount at www.Lni.wa.gov/ClaimFreeDiscount.

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports

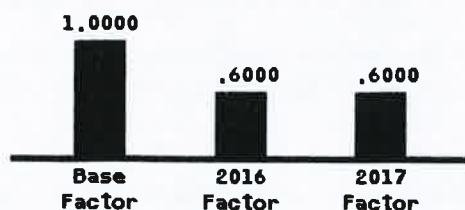
Need help understanding this notice? Call your account manager at the phone number shown above.

Have a payroll service?

Send them a copy of this notice.

Your Rate Information	Class Code	Class Code Description	Accident Fund (AF) ¹	Medical Aid Fund (MA) ²	Stay at Work Program ³	Supp. Pension Fund (SP) ⁵	Hourly* Employer Contribution	+ Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
	4904-00	Clerical Office NOC & Draftsmn	0.0275	0.0203	0.0003	0.0960	\$0.07070	\$0.05420	\$0.1249
	5109-46	Hvy Mach & Equip Mfg or Rpr	1.0142	0.4276	0.0126	0.0960	\$0.78855	\$0.18005	\$0.9686
	6303-00	Sales Personnel NOC-Outside	0.0970	0.0549	0.0012	0.0960	\$0.12305	\$0.06485	\$0.1879

Your experience factor history:



This is the employer's contribution to workers' comp coverage.

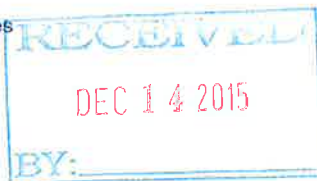
Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

What's an experience factor?
See back for an explanation.

235000990003710101110000

State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140



THIS IS
NOT A
BILL

12-03-15

Policyholder

WEMCO INC
5510 W THORPE RD
SPOKANE WA

99224

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor ¹ :
January 1, 2016	0.6000
Experience Period:	
July 1, 2011 - June 30, 2014	
WA Unified Business Identifier (UBI):	
601 174 038	
L&I Account ID:	PAC Number:
560,436-00	32179186
Account Manager:	
CHRISTINA SUMMERS	
(360)902-5148	

What went into calculating your 2016 workers' comp rates?

1. Change in L&I average 'base' rate: 2% general rate increase for all 324 risk classifications.
2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.
4. A claim-free discount: You earned a 40% claim-free discount in your Experience Factor. Learn how to keep the discount at www.Lni.wa.gov/ClaimFreeDiscount.

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports

Need help understanding this notice? Call your account manager at the phone number shown above.

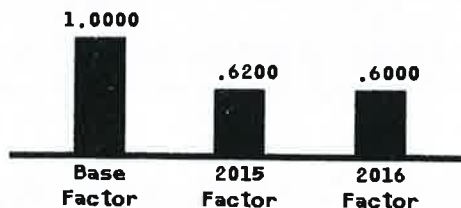
Have a payroll service?

Send them a copy of this notice.

Class Code	Class Code Description	Accident Fund (AF) ¹	Medical Aid Fund (MA) ¹	Stay at Work Program ²	Supp. Pension Fund (SP) ³	Hourly* Employer Contribution	Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
4904-00	Clerical Office NOC & Draftsmn	0.0281	0.0212	0.0004	0.0952	\$0.07090	\$0.05410	\$0.1250
5109-46	Hvy Mach & Equip Mfg or Rpr	0.9929	0.4324	0.0148	0.0952	\$0.77755	\$0.18175	\$0.9593
6303-00	Sales Personnel NOC-Outside	0.1002	0.0591	0.0015	0.0952	\$0.12590	\$0.06580	\$0.1917

Your Rate Information

→ Your experience factor history:



What's an experience factor?
See back for an explanation.

↑ This is the employer's contribution to workers' comp coverage.

↑ Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

↑ On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

SITE SAFETY MANUAL

Customer / WEMCO Job # Job Description (i.e. 5 Ton Crane)

Emergency response procedures and instructions contained in this document are specific to this job location.

IMPORTANT PHONE NUMBERS:

WEMCO Main Office: **(509) 244-4773**

Superintendent: **Name & Phone Number**

Project Manager: **Name & Phone Number**

Alternate Project Manager: **Name & Phone Number**

WEMCO Safety/Emergency Manager: **Name & Phone Number**

Fire Emergency: 911

A hot work permit is required before performing all open-flame, welding, or spark producing activities. Hot work permits are valid for 24 hours only. All expired permits should be removed from the posting location immediately.

WEMCO Field Operations Safety Program

This section to be used for (but not limited to) field work performed by WEMCO in a construction environment.

Self-Inspection

Complete a Pre-Task Plan or Site Safety Analysis prior to commencement of work at any new jobsite.

At the beginning of each field job and weekly thereafter:

- Inspection should include field crew including sub-contractors.

At the beginning of each month:

- Inspection should include one member of management and one employee, elected by the employees, as their authorized representative.
- Document walk-around safety inspection.
- Maintain records until the completion of the job.
- Daily pre-task/safety meetings to discuss potential risks or exposures and plans for incident prevention.

Safe Work Procedures

- Avoid shortcuts – use ramps, stairs, walkways, ladders, etc.
- Do not remove, deface or destroy any warning, danger sign, or barricade, or interfere with any form of accident prevention device or practice provided for your use or that is being used by other workers.
- Get help with heavy or bulky materials to avoid injury to yourself or damage to material.
- Do not use tools with split, broken, or loose handles, or burred or mushroomed heads. Keep cutting tools sharp and carry all tools in a container.
- **Know the correct use of hand and power tools. Use the right tool for the job.**

Personal Protective Equipment

- Suitable clothing must be worn; long pants, at least short-sleeved shirts and adequate foot wear.
- Hard hats, safety glasses or goggles must be used when a potential hazard exists.
- (Safety glasses must be ANSI Z87 or Z87.1 approved).
- Hearing protection (earplugs or earmuffs) must be used in high noise areas only.
- Gloves (as needed).

Temperature Extremes

All WEMCO employees hired in a capacity for field work that could be subjected to temperature extremes, radiant heat, humidity, or air velocity combinations which, over a period of time, may produce physical illness must use appropriate PPE. Protection by use of adequate controls, methods or procedures, or use of protective clothing will be provided to employees working in these conditions. Excessive exposure to heat is referred to as heat stress and excessive exposure to cold is referred to as cold stress. Heat related illness (HRI) and cold-induced illnesses (Hypothermia/frostbite) are well known, recognized workplace hazards. All work operations involving exposure to temperature extremes, either humidity/heat extremes or cold extremes have the potential for inducing heat stress and heat related illnesses or cold stress resulting in frostbite or hypothermia, therefore, WEMCO has developed training to address these issues. All field work employees will receive training relating to the causes and effects, as well as the personal and environmental factors that may lead to temperature extreme related illnesses. Each employee will be provided with training that includes but is not limited to:

- The chosen method or methods to assess the risk for HRI or cold stress.
- A section covering training elements to provide employees information on what the employer will do when working in extreme weather conditions.
- A section on first aid including how to identify HRI symptoms and cold stress systems. The proper first aid application for an individual that is suffering from HRI or cold weather illness, and procedures for summoning medical aid personnel.
- A section identifying where and how adequate drinking water will be supplied.

Housekeeping

- Always store materials in a safe manner. Tie down or support materials if necessary to prevent falling, rolling, or shifting.
- Shavings, dust scraps, oil or grease should not be allowed to accumulate. Good housekeeping is a part of the job.
- Trash piles must be removed as soon as possible. Trash is a safety and fire hazard.
- Immediately remove all loose materials from stairs, walkways, ramps, platforms, etc.

- Do not block aisles, traffic lanes, fire exits, gangways, or stairs.

Fall protection

- Fall hazards of 4' feet or more will be outlined and addressed in our jobsite fall protection work plan.
- Fall hazards of less than 4' feet will be protected by covers, guardrails or other methods and will be addressed in our self-inspections and safety meetings.
- Standard guardrails must be erected around all floor openings and open-sided surfaces. Contact your supervisor for the correct specifications.

Electrical

- Ground-fault circuit interrupters (GFCI) will be used whenever possible.
- Electric cords will be inspected before use by the user and repaired or replaced as necessary by mechanics or maintenance.
- When working in the field there may be more inspections of electrical cords needed this will be covered on site.
- Do not operate any power tool or equipment unless you are trained in its operation.
- Use tools only for their designed purpose.

Ladder Safety

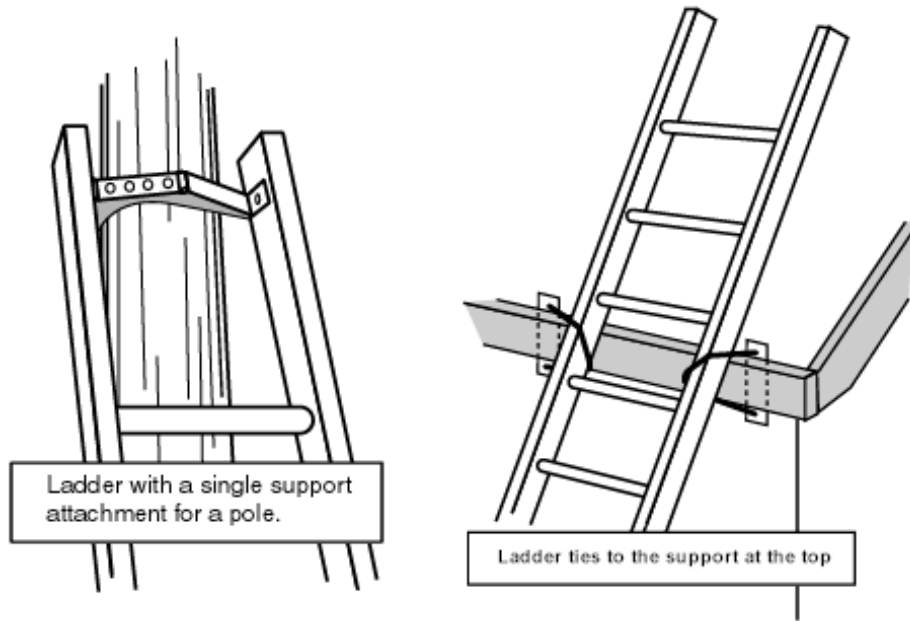
- Inspect before use for physical defects.
- Ladders are not to be painted except for numbering purposes.
- Do not use ladders for skids, braces, workbenches, or any purpose other than climbing.
- When you are ascending or descending a ladder, do not carry objects that will prevent you from grasping the ladder with both hands.
- Always face the ladder when ascending and descending.
- If you must place a ladder over a doorway, barricade the door to prevent use & post a warning sign.
- Only one person is allowed on a ladder at a time.
- Do not jump from a ladder when descending.
- All joints between steps, rungs, and side rails must be tight.
- Safety feet must be in good working order and in place.
- **Rungs must be free of grease and/or oil.**

Stepladders

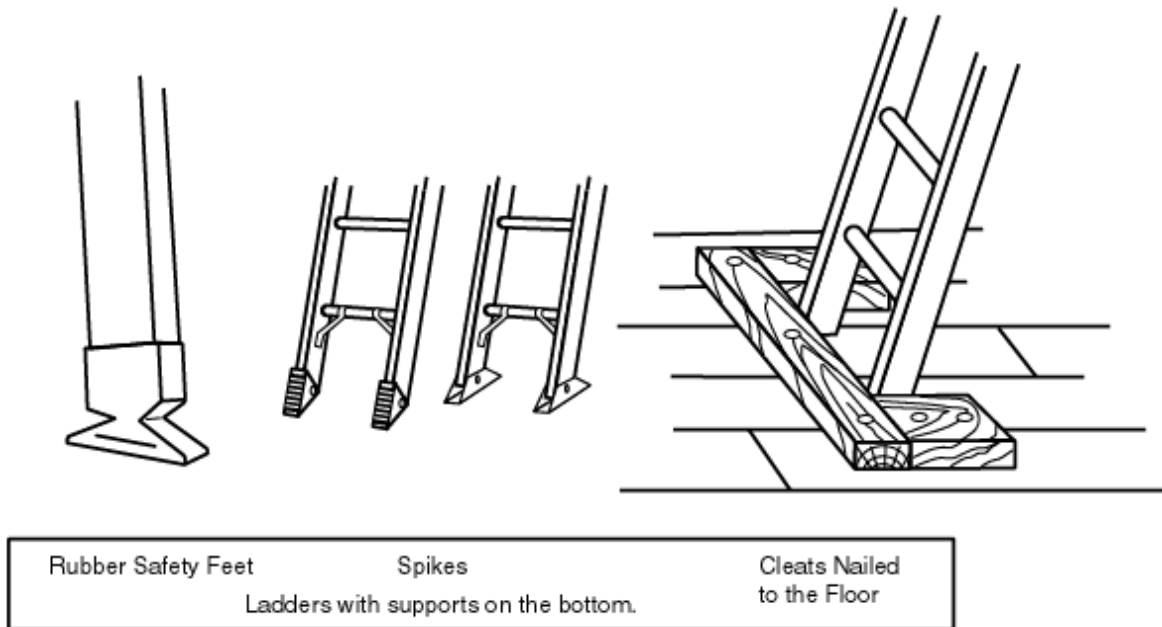
- Do not place tools or materials on the steps or platform of a stepladder
- Do not use the top two steps of a stepladder as a step or stand.
- Always level all four feet and lock spreaders in place.
- **Do not use a stepladder as a straight ladder.**

Straight type or extension ladders

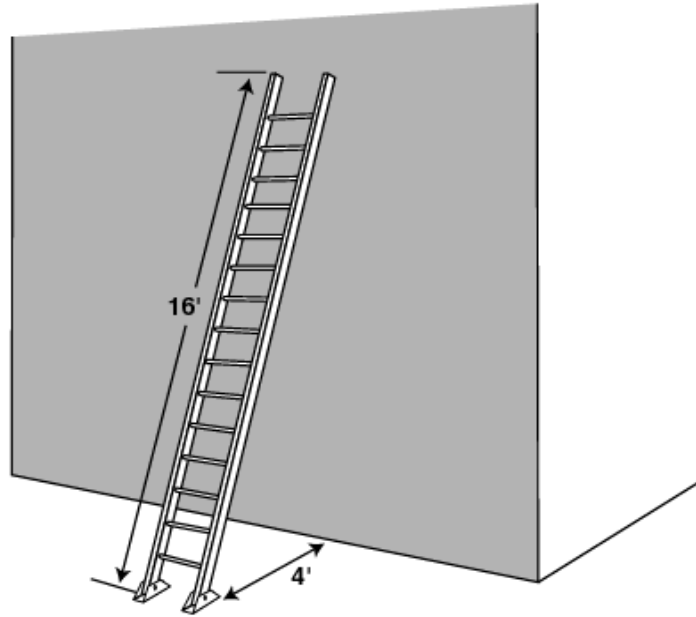
- All straight or extension ladders must extend at least three feet beyond the supporting object when used as an access to an elevated work area.
- After raising the extension portion of a two or more stage ladder to the desired height, check to ensure that the safety dogs or latches are engaged.
- All extension or straight ladders must be secured or tied off at the top.



All ladders must be equipped with safety (non-skid) feet.



Portable ladders must be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one-quarter of the working length of the ladder.



For other rules and regulations regarding Portable Ladders, please refer to Safety Standard, WAC 296-876. For other rules and regulations regarding Fixed Ladders & Stairways, please refer to Part J of the Safety Standard WAC 296-155.

Scaffold Safety Rules

General

- Before starting work on a scaffold, inspect it for the following:
- Are guardrails, toe boards, and planking in place and secure?
- Are locking pins at each joint in place?
- Are all wheels on moveable scaffolds locked?
- Do not attempt to gain access to a scaffold by climbing on it (unless it is specifically designed for climbing – always use a ladder).
- Scaffolds and their components must be capable of supporting four times the maximum intended load.
- Any scaffold, including accessories such as braces, brackets, trusses, screw legs, ladders, etc., damaged or weakened in any way, must be immediately repaired or replaced.
- Scaffold planks must extend over their end supports not less than 6 inches or more than 12 inches, unless otherwise specifically required.
- Scaffold platforms must be at least 18 inches wide unless otherwise specifically required or exempted.
- Where persons are required to work or pass under the scaffold, scaffolds shall be provided with a screen between the toe board and guardrail, extending along the entire opening. The screen must be made of No. 18 gauge U.S. Standard wire, ½ inch mesh or equivalent protection.
- All scaffolds must be erected level and plumb, and on a solid footing.
- Do not change or remove scaffold members unless authorized.
- Do not allow workers to ride on a rolling scaffold when it is being moved. Remove or secure all materials and tools on deck before moving.
- Do not alter any scaffold member by welding, burning, cutting, drilling, or bending.

Motorized vehicles and equipment (General shop and field safety operations)

- Do not ride on motorized vehicles or equipment unless a proper seat is provided for each rider.
- Always be seated when riding authorized vehicles (unless they are designed for standing).
- Do not operate any motorized vehicle or equipment unless you are specifically authorized to do so by your supervisor.
- Always use your seat belts in the correct manner.
- Obey all speed limits and other traffic regulations.
- Always be aware of pedestrians and give them the right-of-way.
- Always inspect your vehicle or equipment before and after daily use.
- Never mount or dismount any vehicles or equipment while they are still in motion.
- Do not dismount any vehicle without first shutting down the engine, setting the parking brake and securing the load.
- Do not allow other persons to ride the hook or block, dump box, forks, bucket or shovel of any equipment.
- Each operator must be knowledgeable of all hand signals and obey them.
- Each operator is responsible for the stability and security of his/her load.

Below you will find documents used by WEMCO for operational and safety success.



CREW LEADER SAFETY MEETING

Firm Name		Address	
Date	Time	# of employees	
Subject discussed			

Minutes:

Attendees:

Crew Leader Comments:

Provided by Dept. of Labor & Industries
WISHA Services
F417-049-000 crew leader meeting 5-00

Date:

Inspectors:

Facility or Department:

Legend: "A" Adequate "N" Needs immediate attention

Medical and First Aid Education

No.	Item to review	A	N	Comments
1.	WISHA and other job site warning posters posted			
2.	Scheduled safety meetings held and documented			
3.	Adequate employee training – general and specific			
4.	Medical services, first aid equipment, stretchers, and qualified first aid personnel available (if needed)			
5.	Emergency telephone No.bers, such as police, fire, ambulance, WEMCO Mgmt. Rep, posted			

Housekeeping and Sanitation

No.	Item to review	A	N	Comments
1.	Working areas generally neat			
2.	Waste and trash regularly disposed			
3.	Lighting adequate for all work tasks			
4.	Projecting nails removed or bent over			
5.	Oil and grease removed from walkways			
6.	Covered waste containers provided and used			
7.	Passageways and walkways clear			
8.	Sanitary facilities adequate and clear			
9.	Potable water available for drinking			

Fire Prevention

No.	Item to review	A	N	Comments
1.	Fire evacuation/protection program developed			
2.	Fire instructions provided to personnel			
3.	Adequate fire extinguishers, identified, checked and 36" clearance			
4.	Emergency phone No.ber posted or phone No.ber of fire department			
5.	Hydrants clear, access open			
6.	Good housekeeping in evidence			
7.	NO SMOKING enforced where needed			

Electrical

No.	Item to review	A	N	Comments
1.	Adequate wiring, well insulated, grounded, protected from damage			
2.	GFI's used			
3.	Proper fire extinguishers provided			
4.	Terminal boxes equipped with required covers			
5.	Terminal boxes and panel covers closed when not being serviced			

Hand and Power Tools

No.	Item to review	A	N	Comments
1.	Proper tools being used for each job			
2.	Safe carrying practices used			
3.	Company and employees' tools regularly inspected and maintained			
4.	Damaged tools repaired or replaced promptly			
5.	Right angle grinders have guards			
6.	Good housekeeping where tools are used			
7.	Tools and cords in good condition			
8.	Proper instruction of use provided (as needed)			
9.	All mechanical safeguards in use			
10.	Tools neatly stored when not in use			
11.	Right tool being used for the job			
12.	Wiring properly installed			

Ladders

No.	Item to review	A	N	Comments
1.	Ladders inspected and in good condition			
2.	Ladders properly secured to prevent slipping, sliding, or falling			
3.	Side rails extended 36" above top of landing			
4.	Job-build ladders are constructed properly			
5.	Stepladders fully open when in use			
6.	Metal ladders not used around electrical hazards			
7.	Ladder rungs not painted			
8.	Ladders properly stored			
9.	Ladder safety feet used correctly			
10.	Fall protection provided and used for work about 10 feet			

Hoists and Cranes

No.	Item to review	A	N	Comments
1.	Cables and sheaves inspected regularly			
2.	Slings and chains, hooks, safety latches and eyes inspected before each use			
3.	Equipment firmly supported			
4.	Outriggers used if needed			
5.	Power lines inactive, removed, or at a safe distance			
6.	Proper loading or capacity at lifting radius. Rated load capacities posted			
7.	All equipment properly lubricated and maintained			
8.	Signalmen where needed			
9.	Signals posted, understood and observed (as applicable)			
10.	Inspection and maintenance logs maintained			
11.	Hazard signs posted and visible to operator (as needed)			

Heavy Equipment / Lift Trucks / Other

No.	Item to review	A	N	Comments
1.	Inspection and maintenance records up to date			
2.	Lights, brakes, warning signals operative			
3.	Wheels of truck trailers chocked when loading/unloading			
4.	Facility roads and routes well maintained and laid out properly			
5.	Equipment is properly secured when not in use			
6.	Shut-off devices on hose air lines, in case of hose failure			
7.	Rollover protection structures in place			
8.	Speed limit observed			

Motor Vehicles

No.	Item to review	A	N	Comments
1.	Inspection and maintenance records up to date			
2.	Operators qualified for vehicle in use			
3.	Local and state vehicle laws and regulations observed			
4.	Brakes, lights, warning devices operative			
5.	Weight limits and load sizes controlled			
6.	All glass in good condition			
7.	Fire extinguishers installed where required			
8.	First-aid kits installed where required			

Back Safety

No.	Item to review	A	N	Comments
1.	Team lifting used for heavy or awkward loads			
2.	Mechanical lifting devices used where appropriate			
3.	Back care training provided to all employees			
4.	Bent-knee lifting used by workers			
5.	Tables/saw horses used to reduce the need for bending			
6.	Tool belt suspenders worn by workers (as needed)			
7.	Back support belts worn as appropriate			
8.	Light-duty program used for returning time-loss employees or for injured employees to remain on the job			
9.	Lift truck training performed with list of authorized users available			

Material Handling and Storage

No.	Item to review	A	N	Comments
1.	Materials properly stored or stacked			
2.	Walkways/passageways clear			
3.	Stacks on firm footing / not too high			
4.	Materials protected against weather conditions			
5.	Slings inspected and documentation performed			
6.	Lift truck training performed with list of authorized users available			

Egress and Evacuation

No.	Item to review	A	N	Comments
1.	Written plan in place			
2.	Does the plan outline responsibilities of key personnel			
3.	Are special needs employees identified and assistance assigned with backups			
4.	Exit doors marked with "Exit" signs			
5.	Maps posted in various locations of the facility showing routes of escape and rallying area			
6.	Evacuation drill preformed in the last 12 months			

Flammable Gases and Liquids

No.	Item to review	A	N	Comments
1.	All containers approved and clearly identified			
2.	Proper storage practices observed			
3.	Fire hazards checked			
4.	Proper types and No.bers of fire extinguishers nearby			
5.	Proper method for moving cylinders used			

Welding and Cutting

No.	Item to review	A	N	Comments
1.	Operators qualified			
2.	Screens and shields used where needed			
3.	Goggles, welding helmets, respirator, gloves, clothing used as required			
4.	Equipment in safe operating condition			
5.	Electrical equipment grounded			
6.	Power cables and hoses protected and in good repair			
7.	Fire extinguishers or proper type nearby			
8.	Surrounding area inspected for fire hazards			
9.	Flammable materials protected or removed			
10.	Gas cylinders separated from acetylene or other fire source by 5 foot tall burn wall or minimum of 20 feet			

Personal Protective Equipment

No.	Item to review	A	N	Comments
1.	Eye protection			
2.	Face shields (grinding, etc)			
3.	Respirators and masks			
4.	Helmets and hoods			
5.	Head protection			
6.	Hearing protection			
7.	Rubber or plastic gloves, aprons, and sleeves for chemical protection			
8.	Electrician's rubber gloves and protectors			

Hazard Communication Program

No.	Item to review	A	N	Comments
1.	Chemical inventory list developed and maintained			
2.	Written program available			
3.	Safety data sheets available			
4.	Adequate employee training provided – general and specific			
5.	Containers properly labeled			
6.	Employee training documented			

Abrasive Wheel Grinders

No.	Item to review	A	N	Comments
1.	Tool rest guard installed and adjusted to a maximum gap 1/8"			
2.	Side guards covering spindle, nut and flange at least 75% of the wheel			
3.	On/off switch in good order and function			
4.	Cord and unit grounded properly			
5.	Clear Lexan cover guards			

General Machines

No.	Item to review	A	N	Comments
1.	Exposed pulleys, belts, chains, sprockets, gears, and rotating shafts within 7' guarded			
2.	In running nip points guarded			
3.	Saw blades have enclosed guards			
4.	Safe walk areas highlighted on those machines with moving parts			

Radial / Chop Saws

No.	Item to review	A	N	Comments
1.	Guard on blade			
2.	Guard stays with material when cutting			
3.	Saw retracts smoothly when released at any point during operation			
4.	Saw is mounted to a surface			

Vertical and Horizontal Band saws

No.	Item to review	A	N	Comments
1.	Exposed portions of the sawblade guarded above the cutting surface			
2.	Exposed portions of blade to the left and right point of operation guarded			
3.	Guide rollers not exposed to show an in-running nip point			

1.0 Company Policy

To ensure that information about the dangers of all hazardous chemical used by WEMCO Inc. are known by all affected employees, the following hazardous information program has been established:

All employees of the company will participate in the hazard communication program. This written program will be available in the shop and office for review by employees.

2.0 Container Labeling

- 2.1 Management and Safety Committee will verify that all containers received for use will be clearly labeled as to the contents, note the appropriate hazard warning and list the name and address of the manufacturer.
- 2.2 The department foreman in each section will ensure that all secondary containers are labeled with either an extra copy of the original manufacturers label or with labels that have the identity and the appropriate hazard warning. For help with labeling, see Safety Director or department supervisor.

Juston Rouse will review the company labeling procedures every 6 months and update as required.

3.0 Safety Data Sheets (SDS)

- 3.1 The Safety Director is responsible for establishing and monitoring the company SDS program. He will make sure procedures are developed to obtain the necessary SDS's and will review incoming SDS's for new or significant health and safety information. He will see that any new information is passed on to affected employees.
- 3.2 Copies of SDS's for all hazardous chemicals in use will be kept in the shop and office.

SDS's will be available to all employees during each work shift. If an SDS is not available, immediately contact the Safety Director or any member of the Safety Committee.

4.0 Employee Training and Information

- 4.1 The Safety Director and Department Managers are responsible for the company employee training program. They will ensure that all program elements specified below are carried out.
- 4.2 Prior to starting work, each new employee of WEMCO will attend a health and safety orientation that includes the following information and training:
 - An overview of the requirements contained in the Hazard Communication Standard.
 - Hazardous chemicals present at his/her workplace.
 - Physical and health risks of the hazardous chemical.
 - The symptoms of overexposure.
 - How to determine the presence or release of hazardous chemicals in his/her work area.
 - How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices and personal protective equipment.
 - Steps the company has taken to reduce or prevent exposure to hazardous chemicals.
 - Procedures to follow if employees are overexposed to hazardous chemicals
 - How to read labels and review SDS's to obtain hazard information.
 - Location of the SDS file and written hazard communication program
- 4.3 Prior to introducing a new chemical hazard into any section of this company, each employee in that section will be given information and training as outline above for the new chemical hazard.

5.0 Hazardous non-routine tasks

Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by the department manager about the hazardous chemicals he or she may encounter during such activity. This information will include specific chemical hazards, protective and safety measures the employee can use, and steps the company is using to reduce the hazards, including ventilation, respirators, presence of another employee and emergency procedures.

6.0 Multi – Employer Workplace

It is the responsibility of Management to provide employers of any other employees at the worksite copies of SDS's for any hazardous chemicals that other employers' employee may be exposed to while working. Management will also inform other employers of any precautionary measures that need to be taken to protect employees during normal operating conditions or in foreseeable emergencies, and provide other employers with an explanation of the labeling system that is used at the worksite.

1.0 Purpose and Scope

- 1.1 WEMCO is dedicated to taking every precaution to protect employees through proper training and procedures. Effective control procedures will protect employees during servicing and maintenance where unexpected energization, start-up, or release of stored energy could occur, especially being struck by, thrown by, or crushed by objects or contacting electrical equipment, causing serious injury or fatalities.

2.0 Definitions

- 2.1 Authorized employee: any person who locks out machines or equipment in order to perform servicing or maintenance on that machine or equipment. An affected employee becomes an authorized employee when that employee's duties include performing servicing or maintaining that exposes them to a potentially dangerous/hazardous area.
- 2.2 Affected employee: an employee whose job requires them to operate a machine or equipment or work in an area in which hazardous situations exist.
- 2.3 Energy isolating device: a mechanical device that physically prevents the transmission of energy or release of energy, including but not limited to: a manual circuit breaker, disconnect switch, or lock, line valve, a block, or any similar device used to block or isolate energy. Push buttons, selector switches, and other controls are NOT energy isolating devices.
- 2.4 Zero-energy State: A point where a device has been de-energized. This is especially important for delayed reactions, thermal, chemical, electrical such as capacitors, batteries or other power sources, pneumatics, and hydraulics.
- 2.5 Other employee: an employee whose work operations are or may be in the area where energy control procedures may be utilized.

3.0 Authorization/Responsibility

- 3.1 Appropriate employees will be instructed in the safety significance of the lockout procedures. Lockout will also apply when working on or near exposed de-energized electrical circuits / parts.
- 3.2 WEMCO shall administrate proper training to its employees and managers by:
 - a. Assuring that specific procedures protecting employees and locking out each machine and piece of equipment exists and is present
 - b. Assuring that authorized and affected employees complete proper training and practice safe techniques
 - c. Assuring that authorized employees are assigned to supervise correct lockout/tagout procedures
 - d. Maintaining proper PPE, equipment, and procedures for employees through shift and personnel changes
 - e. Requiring that all locks are keys differently and that only one key exists per lock, and remains in the possession of the authorized employee that applied the lockout.
 - f. Coordinating any and all lockout and energy control activities with clients, contractors, sub-contractors, and employees practices and programs.
 - g. Ensuring that both WEMCO's control plan and that of a contractor or sub-contractor are understood and followed.
 - h. Assuring that locks and tags are in clean and operational, and must be replaced if required
 - i. Maintaining all appropriate documentation
- 3.3 Supervisors and authorized employees shall ensure that all lockout/tagout procedures are followed. They shall also observe de-energizing equipment and machines, and oversee the entire lockout/tagout process, enforce proper procedures, verifying that equipment cannot be restarted after being locked out, conduct tests and visual inspection prior to re-energizing to ensure safety, and if applicable, oversee group lockouts.
- 3.4 Authorized employees are responsible for completing the appropriate level of training and follow all procedures pertaining to lockout/tagout of machines and equipment.
- 3.5 Affected employees are responsible for completing the appropriate level of training and must NEVER work on a machine that is locked out and NEVER tamper with a lock or tag.
- 3.6 Contractors or any other outside personnel must follow lockout/tagout procedures complying with WEMCO training.
- 3.7 The Director of Safety and Department Heads' shall administrate training, keep training records, and provide written certifications to ensure employees have been properly trained.

4.0 Rules

- 4.1 Lockout devices shall be singularly identified. They shall be the only devices used for controlling energy and shall not be used for other purposes.
- 4.2 The lockout devices shall indicate the identity of the employee applying the devices.
- 4.3 No employee shall attempt to operate any switch, valve, or other energy -isolating device which is locked out.
- 4.4 Each lockout device shall only be removed by the employee who applied the device.

5.0 Lockout Procedures and Techniques

- 5.1 Employees shall not work in/on any equipment that is energized. Only authorized employees may lockout machinery or equipment.
- 5.2 Preparation for Shutdown
 - a. In preparation for lockout, an initial survey must be made to locate and identify all energy isolating devices to be certain which switch, valve, or other energy isolating devices apply to the machine / equipment to be locked out. More than one energy source (electrical, hydraulic, pneumatic, chemical, thermal, or others) may be involved.
 - b. Before an authorized or affected employee turns off a machine or piece of equipment, the authorized employee must have knowledge of the type and magnitude of the energy to be controlled, and the methods or means to control the energy.
- 5.3 Machine or Equipment Shutdown


All affected employees shall be notified that a lockout system is to be utilized and the reason for it, before the controls are applied. If the machine or equipment is operating, shut it down by normal stopping procedure. (Depress stop button, open toggle switch, etc.)
- 5.4 Machine or Equipment Isolation

Physically locate and operate the switch, valve, or other energy isolating devices so that the equipment is isolated from its energy sources and apply adequate hardware.
- 5.5 Lockout Device Application

Authorized employees shall lockout the energy isolating devices with assigned individual locks. 2. Lockout devices shall be applied so that they will hold the energy isolating devices in a "Neutral" or "OFF" position.
- 5.6 Stored Energy

All stored or residual energy in rams, flywheels, springs, pneumatic, or hydraulic systems, etc. shall be blocked or dissipated. If there is a possibility of re-accumulation of stored energy, verification of isolation must be continued until servicing or maintenance is completed.
- 5.7 Verification of Isolation

Prior to starting work on machines or equipment that have been locked and after ensuring that no personnel are exposed, the authorized employee shall operate the push button or normal operating controls to verify that the appropriate equipment or machine has been de-energized and make certain it will not operate.

 **CAUTION** Return Operating Controls to the "Neutral" or "OFF" Position after the Test. The machine/equipment is now locked out. Servicing or maintenance may now occur.

6.0 Removal of Lockout Devices

- 6.1 The Lockout device must be removed by the authorized employee who applied the lockout device.
- 6.2 If the authorized employee who applied the lock is not available, the supervisor shall take the following steps:
 - a. Clear the machine or equipment of tools and materials.
 - b. Remove employees from the machine or equipment.
 - c. Remove the lockout device.
 - d. Energize and proceed with testing or positioning.

7.0 Group Lockout

- 7.1 When a crew performs a lockout/tagout process, a single authorized employee must supervise the group and assume responsibility for controlling the hazardous energy for all member of the group and any affected employees.
- 7.2 All group members will affix their locks/tags to the group lockout box or equivalent

8.0 Tagout Procedures

- 8.1 A tag used without a lock, shall be supplemented by at least on additional safety measure that provides a level of safety equivalent to that obtained by use of a lock such as opening an additional disconnecting device, removal of an isolating circuit element, blocking of a controlling switch or the removal of a valve handle to reduce the likelihood of inadvertent energization.
- 8.2 Only tags furnished by the company shall be used
- 8.3 All employees shall be trained in the use and limitations of tags
- 8.4 All employees must be able to understand the hazard warning written on the tags such as: DO NOT START, DO NOT OPEN, DO NOT CLOSE, DO NOT ENERGIZE, DO NOT OPERATE.
- 8.5 If tagout is used all other lockout rules and procedures apply. NOTE: Should the machine/equipment required upgrade or modification, it will have lockable switches, fittings, valves, etc. added so that it becomes possible to lockout.

Reviewed and Approved by		
Vice President: Juston Rouse		Director of Quality & Safety: Lisa Rouse
Date: 17 April 2019		Date: 17 April 2019
Revision History		
Rev	Summary of Changes	Author/Rev. Date
0	Original release	L. Rouse 17 April 2019

Machine Type: _____ ID#: _____

Serial Number: _____ Location: _____

Operational Energy Sources	Is This Energy Also Stored?		
<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> PNEUMATIC	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> HYDRAULIC	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> GRAVITY	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> MECHANICAL	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> THERMAL	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
<input type="checkbox"/> OTHER	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE

Potential Hazards

<input type="checkbox"/> Burns	<input type="checkbox"/> Cuts	<input type="checkbox"/> Entanglement	<input type="checkbox"/> Bruises	<input type="checkbox"/> Electrocution
<input type="checkbox"/> Pressure Release	<input type="checkbox"/> Crushed Bones	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other

List volts, phase and current for all electrical sources: _____

ENERGY ISOLATION DEVICES

◆ Device/Operation: _____ LOTO capable? ☐ Yes ☐ No
Location: _____

◆ Device/Operation: _____ LOTO capable? ☐ Yes ☐ No
Location: _____

MACHINES – SAME LOTO PROCEDURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

Lift Identification (i.e. Make/Model/Number)	Week Beginning Date
Work Location or Job Number	

1. Complete the lift information listed above. Each lift must be operationally tested and visually inspected daily.
2. The designated inspector must check the appropriate box for each item inspected.
3. All elements that require maintenance or do not pass inspection must be corrected or reported to a supervisor. The comment box must have the problem description or maintenance needed and the name of the supervisor that was notified.
4. **If any equipment is found to be unsafe, the condition must be reported to a supervisor immediately and it should not be operated. (i.e. Fuel system leak, non-working alarms, etc.)**

Inspection List	MON	TUES	WED	THUR	FRI	SAT	SUN	COMMENTS
Inspect Safety Devices (Anchor points, Toe Boards, etc.)								
Check Connections of Cables & Wires								
Inspect Air, Hydraulic, & Fuel Systems								
Operation & Emergency Controls								
Alarms / Horn								
Brakes								
Basket Operation Controls								
Base Operation Controls								
Foot Controls								
Fuel Level								
Engine Compartment Inspection								
Oil Level								
Fluids								
Belts & Hoses								
Battery & Electrical								
Boom / Basket Inspection								
Hydraulic Leaks								
Extension Chain & Pivots								
Electrical Lines								
Basket Gate								
Visual Exterior Inspection								
Broken, Cracked, or Loose Parts								
Leaks								
Tires & Outriggers								
Initials of Inspector								

ADDITIONAL INFORMATION / NOTES / COMMENTS:

Inspection must be completed each day that the crane is used.		Crane Serial #:		Crane Location:			Crane Tonnage:		
Instructions: Daily Inspection Required per OSHA 1910.179. Report unsatisfactory findings to supervisor. If crane is found to be unsafe it must be taken out of service and a supervisor must be notified immediately. <input type="checkbox"/> Satisfactory, U = Unsatisfactory, (-) or N/A = Not Applicable							Week Beginning: 		
Component	Inspection Criteria	Mo n	Tue	We d	Thu rs	Fri	Sat	Sun	
Tagged Crane or Hoist	Check that the crane or hoist is not locked out / tagged out.								
Control Devices, Brakes, Functional Items	Check that all motions are consistent with control device markings. Verify proper brake operation - all motions. Check all operating mechanisms for proper operation, sounds, movement. Verify proper operation of upper limit devices.								
Hook and Hook Latch	Visually inspect for deformation & wear. Check safety latch operation. Verify proper operation of hook latch.								
Wire Rope & Reeving	Visually inspect for damage or wear and for appropriate reeving.								
Oil Leakage	Visually inspect for signs of oil leakage.								
Below Hook Devices	Visually inspect for wear or damage.								
Miscellaneous	Check radio condition, labels, warning devices, and capacity signs.								
Inspector	Initial box when inspection is complete								
Comments: 									

GENERAL SUPPLIER INFORMATION				
Supplier Name:		Phone:	Fax:	
Street Address:		City, State, Zip Code:		
Website:		Form Completed By: Name/Title Date:		
Sales Rep/Account Manager:	Phone:	Email:		
Quality Manager:	Phone:	Email:		
Facility Manager:	Phone:	Email:		
QUALITY SYSTEM Please send a copy of certification if applicable.				
Standard	Registered/ Certificated?	Registrar/Authority	Registration/ Certificate Expiration Date	If not, projected date?
ISO 9001	<input type="checkbox"/> Yes <input type="checkbox"/> No			
TS16949	<input type="checkbox"/> Yes <input type="checkbox"/> No			
AS9100	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Other:	<input type="checkbox"/> Yes <input type="checkbox"/> No			
PRODUCTS OR SERVICES PROVIDED				
PROCESS CONTROLS Do not complete this section if you are AS9100/ISO9001 certified.				
Element	Procedure	Implemented	Procedure No.	
Incoming inspection/testing performed & trended	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
In-process inspection/testing performed & trended	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Final inspection/testing performed & trended	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Traceability to raw materials	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Traceability to manufacturing/quality records	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Metrology/calibration	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Process qualification	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Failure analysis/corrective action	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Sub-tier supplier management	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		

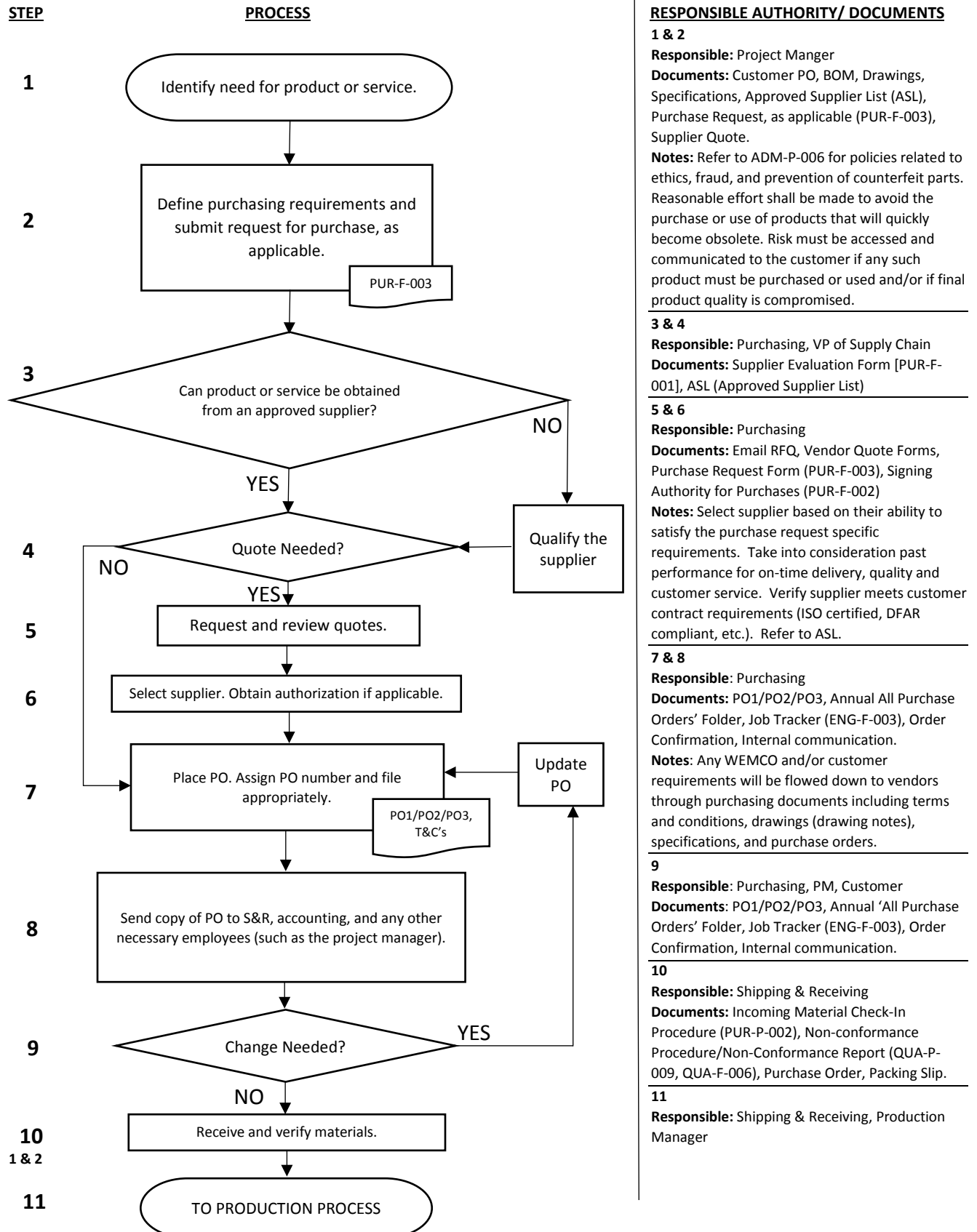
COMMENTS

SUPPLIER CAPABILITIES Please check all that apply.

C A	<input type="checkbox"/>	HARDWARE, BUY-OUT ITEMS	M E	<input type="checkbox"/>	MACHINING, DETAILS LARGE > 10'
C B	<input type="checkbox"/>	SHIPPING CONTAINERS/CUSTOM BOXES	M F	<input type="checkbox"/>	MACHINING, DETAILS SMALL < 10'
C C	<input type="checkbox"/>	NAMEPLATES AND DECALS	M G	<input type="checkbox"/>	MACHINING, DRILLING & TRIMMING CARBON FIBER COMPOSITES
F A	<input type="checkbox"/>	FORMING	M H	<input type="checkbox"/>	MACHINING, GEARS
F B	<input type="checkbox"/>	FORMING, ROLL	M I	<input type="checkbox"/>	MACHINING, GRIND O.D. & I.D.
F C	<input type="checkbox"/>	TUBE BENDING	M J	<input type="checkbox"/>	MACHINING, GRIND SURFACE/BLANCHARD/FLOAT
F D	<input type="checkbox"/>	LASER CUTTING	M K	<input type="checkbox"/>	MACHINING, HIGH SPEED LARGE > 10'
F E	<input type="checkbox"/>	WATERJET	M L	<input type="checkbox"/>	MACHINING, HIGH SPEED SMALL < 10'
F F	<input type="checkbox"/>	SHEET METAL ASSEMBLIES, COMPLEX	M M	<input type="checkbox"/>	MACHINING, JIG BORER
F G	<input type="checkbox"/>	SHEET METAL ASSEMBLIES, SIMPLE	M N	<input type="checkbox"/>	MACHINING, LATHE
F H	<input type="checkbox"/>	SHEET METAL DETAILS	M O	<input type="checkbox"/>	MACHINING, OVERSIZED GANTRY/BRIDGE MILL
FI	<input type="checkbox"/>	WELDMENTS, COMPLEX STEEL	M P	<input type="checkbox"/>	MACHINING, PLASTICS
FJ	<input type="checkbox"/>	WELDMENTS, COMPLEX ALUMINUM	P A	<input type="checkbox"/>	ANODIZE
F K	<input type="checkbox"/>	WELDMENTS, SIMPLE STEEL	P B	<input type="checkbox"/>	BLACK OXIDE
F L	<input type="checkbox"/>	WELDMENTS, SIMPLE ALUMINUM	P C	<input type="checkbox"/>	ELECTROPOLISHING
IA	<input type="checkbox"/>	INSPECTION, MAGNETIC PARTICLE	P D	<input type="checkbox"/>	HARD ANODIZE
IB	<input type="checkbox"/>	INSPECTION, CWI	P E	<input type="checkbox"/>	NICKEL PLATING
IC	<input type="checkbox"/>	INSPECTION, CMM	P F	<input type="checkbox"/>	PAINTING, WET
ID	<input type="checkbox"/>	INSPECTION, LASER TRACKER	P G	<input type="checkbox"/>	PAINTING, POWDER COAT
M A	<input type="checkbox"/>	3D PRINTING	P H	<input type="checkbox"/>	PASSIVATION
M B	<input type="checkbox"/>	EDM - GEARS	PI	<input type="checkbox"/>	ZINC
M C	<input type="checkbox"/>	EDM - SINKER	PJ	<input type="checkbox"/>	HEAT TREAT, STRESS RELIEF
M D	<input type="checkbox"/>	EDM - WIRE CUT	T A	<input type="checkbox"/>	TOOLING, COMPOSITE

T B	<input type="checkbox"/>	TOOLING, LARGE 5-AXIS > 10'	D P	<input type="checkbox"/>	PROGRAMMING: PLC/HMI
T C	<input type="checkbox"/>	TOOLING, SMALL 5-AXIS < 10'	D Q	<input type="checkbox"/>	PROGRAMMING: CNC
T D	<input type="checkbox"/>	FABRICS, SLINGS, STRAPS	D R	<input type="checkbox"/>	PROGRAMMING: MOTION CONTROL
D A	<input type="checkbox"/>	DESIGN: ASSEMBY	E A	<input type="checkbox"/>	ANSYS
D B	<input type="checkbox"/>	DESIGN: COMPOSITE	E B	<input type="checkbox"/>	AUTOCAD
D C	<input type="checkbox"/>	DESIGN: ELECTRICAL	E C	<input type="checkbox"/>	CATIA V5
D D	<input type="checkbox"/>	DESIGN: ELECTRO-MECHANICAL	E D	<input type="checkbox"/>	CATIA V6
D E	<input type="checkbox"/>	DESIGN: MACHINE	E E	<input type="checkbox"/>	EPLAN
D F	<input type="checkbox"/>	ANALYSIS: STRESS	E F	<input type="checkbox"/>	FANUC
D G	<input type="checkbox"/>	ANALYSIS: THERMAL	E G	<input type="checkbox"/>	PRO ENGINEER
D H	<input type="checkbox"/>	ANALYSIS: FLOW	E H	<input type="checkbox"/>	PROCESS SIMULATE
D I	<input type="checkbox"/>	DRAFTING	E I	<input type="checkbox"/>	NASTRAN
D J	<input type="checkbox"/>	SIMULATION	E J	<input type="checkbox"/>	ROCKWELL AUTOMATION / ALAN BRADLEY
D K	<input type="checkbox"/>	ENGINEER OF RECORD (PE)	E K	<input type="checkbox"/>	SIEMENS
D L	<input type="checkbox"/>	FLIGHT HARDWARE EXPERIENCE	E L	<input type="checkbox"/>	SIMULIA
D M	<input type="checkbox"/>	AVAILABLE FOR ON-SITE SUPPORT	E M	<input type="checkbox"/>	SOLIDWORKS
D N	<input type="checkbox"/>	PROGRAM MANAGEMENT	E N	<input type="checkbox"/>	UNIGRAPHICS
D O	<input type="checkbox"/>	TECHNICAL DOCUMENTS	Z Z	<input type="checkbox"/>	OTHER

FOR WEMCO USE:	
REVIEWED BY:	DATE:
REQUEST TYPE: <input type="checkbox"/> NEW SUPPLIER <input type="checkbox"/> UPDATED APPROVAL <input type="checkbox"/> REQUALIFICATION	
ON-SITE VISIT: <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE:
APPROVAL STATUS:	
APPROVED BY:	



1.0 PURPOSE AND SCOPE:

- 1.1 WEMCO Inc., wants to provide a consistent process for the purchase of items which relate to customer contracts and product quality. This procedure will also apply to outsourced processes such as, calibration, weld inspection, coating processes, etc.

2.0 RESPONSIBILITY AND AUTHORITY:

2.1

Person/s	Responsibility and Authority
Director of Quality or designee	<ul style="list-style-type: none"> Evaluate and select suppliers based upon their ability to supply product in accordance with WEMCO Inc.'s requirements. Maintains Approved Supplier List. Establish level of controls and performance ratings appropriate to suppliers on the Approved Supplier List. Disqualifies and re-qualifies Suppliers whose performance falls below expectations.

2.2

See flowchart for responsible authority for each step. **'Purchasing' refers to any employee authorized to make purchases.**

3.0 APPLICABLE FORMS OR REFERENCES:

3.1

Reference	Title
AS9100	Quality Management Systems – Requirements for Aviation, Space and Defense Organizations
See form names and numbers listed in flowchart. Additional form may include Corrective Action (QUA-F-007).	

4.0 PROCEDURE REFERENCES:

- 4.1 Purchasing authority and responsibilities for individual employees are defined within the Signing Authority Document (PUR-P-004).
- 4.2 Refer to internal training documents for Purchase Order requirements, file naming conventions, etc.

5.0 RECORDS:

- 5.1 All records will be maintained per QUA-P-002, Control of Records.

Reviewed and Approved by		
Department Head : TJ Richards		Director of Quality & Safety : Lisa Rouse
Date: 23 Oct 2017		Date: 23 Oct 2017
Revision History		
Rev	Description of revision	Author/Rev. Date
1	Original release	C. Lukich 31 Aug 2016
2	Clarify scope to include outsourced processes	C. Lukich 16 Dec 16
3	Added 4.2.1 and 4.2.2	C. Lukich 11 Jan 2017
4	Added flowchart with instructions, documents needed, responsible authority. Edits to 2.0, 3.0 & 4.0	L. Rouse 22 Aug 2017
5	'as applicable' added to step 2 Purchase Request Form. Corrected document number error	L. Rouse 23 Oct 2017
6	Step 6: Document for purchase authority was changed to Signing authority for Purchases PUR-F-002	L. Rouse 03 Jan 2018
7	Updated responsible authority from VP of Supply Chain to Director of Quality or designee. Defined 'Purchasing' to include all employees that are authorized to make purchases.	L. Rouse 08 Oct 2018

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

11/11/2019

Date Rec'd	10/22/2019
Clerk's File #	OPR 2019-0961
Renews #	
Cross Ref #	CM 2016-0621
Project #	
Bid #	RFP 5088-19
Requisition #	MASTER

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	DAVID STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900-CONSULTANT AGREEMENT - STARPLEX CORPORATION

Agenda Wording

Master Security Service Contract with Starplex Corporation, a division of Crowd Management Services (CMS) to provide security services at various City of Spokane locations, on an as-needed basis, for various City Department. (various Neighborhood

Summary (Background)

For decades, the City of Spokane has utilized private security services to provide security at a wide variety of locations. These locations range from City Hall to the Intermodal Facility, City operated landfills, occasional special events and parks patrols. Historically these have been completed as individual contracts, typically signed by individual departments, and completely uncoordinated. In May of 2019 the City of Spokane through the Purchasing Department published an RFP to extend the

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 350,000.00 per year	# VARIOUS
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	STEELE, DAVID	<u>Study Session</u>
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u> Finance 10/21/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	dstele@spokanecity.org
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	kbutos@spokanecity.org
		cwahl@spokanecity.org
		kbustos@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Council)

Summary (Background)

consolidation of these services under a master contract, providing a single multiyear contract. These services would be accessed by each department utilizing a task assignment process and their own budget account number. This master contract is for 3 years with (two) 1 year options for extension for a total of 5 years.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Finance Committee

Division & Department:	Finance - Asset Management
Subject:	Master Security Services Contract for Citywide Security Services
Date:	October 3, 2019
Author (email & phone):	Dave Steele, dsteale@spokanecity.org 625-6064
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Finance
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	November 4th, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Master Contract
<p><u>Background/History:</u> For decades, the City of Spokane has utilized private security services to provide security at a wide variety of locations. These locations range from City Hall to the Intermodal Facility, City operated landfills, occasional special events and parks patrols. Historically these have been completed as individual contracts, typically signed by individual departments, and completely uncoordinated. In May of 2019 the City of Spokane through the Purchasing Department published an RFP intended to extend the consolidation of these services under a master contract, providing a single multiyear contract. These services would be accessed by each department utilizing a task assignment process and their own budget account number.</p> <p>This consolidation provides one point of contact for security services for the City of Spokane, eliminates a variety of contracts that need to be tracked and renewed on a wide range of schedules, simplifies the retaining of security services for short term security needs, and will provide a single uniform appearance and standard of service for all City security needs.</p> <p>This master contract is intended to be for 3 years with (2) 1 year options for extension for a total of 5 years. It is anticipated that the total cost of the contract over the 5 year term will be set 'as a not to exceed' \$1,750,000. In the event that this limit is reached prior to the 5 year term expiring, council action would be required to add additional dollars to the contract.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Multi ear Master Contract for Citywide Security Services Not to exceed \$1,750,000 over the total 5 year term of the contract Each division or Department or Division utilizing the contract will establish task assignments and use their own budget 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact:

Consistent with current operations/policy?

☐

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required:

Known challenges/barriers:



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **SECURITY SERVICES**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **STARPLEX CORPORATION**, whose address is 907 West Sharp Avenue, Spokane, Washington 99201 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Firm shall provide City Wide Security Services, in accordance with RFP No. 5088-19 issued by the City, and Starplex Corporation's June 24, 2019 Proposal, which is attached as Exhibit A. In the event of a conflict between Firm's Proposal and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on November 1, 2019, and shall run through October 31, 2022, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods with the total contract period not to exceed five (5) years.

3. COMPENSATION / PAYMENT.

Total compensation for Firm's services under this Agreement shall not exceed **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)** per year, including tax for everything furnished and done under this Agreement. This is an optional use contract. Services by the Firm are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Firm shall submit its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Firm's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Firm and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. 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. 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.

5. 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 Firm 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.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. 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.

8. 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 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;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Firm's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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 forty-five (45) 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 forty-five (45) 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.

10. DEBARMENT AND SUSPENSION.

The Firm 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.

11. AUDIT.

The Firm and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Firm and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. 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 ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Firm from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Firm for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. 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.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the 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.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Firm. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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.

STARPLEX CORPORATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Starplex Corporation’s June 24, 2019 Proposal
Exhibit B – Certificate Regarding debarment

EXHIBIT A



Crowd Management Services

A Division of Starplex Corporation



Request for Proposal

CONTRACT PROPOSAL – RFP #5088-19

SECURITY SERVICES

Due 6/24/2019 at 1:00pm

Attn: City of Spokane - Purchasing
4th Floor – City Hall
808 W. Spokane Falls Blvd.

To: City of Spokane Asset Management

June 24th, 2019

Starplex/Crowd Management Services is proud to provide you with our answers to the RFP for city-wide security services.

Starplex Corporation has provided quality security services at Spokane City Hall since 2014, and expanded coverage to a variety of municipal facilities in 2016. Over the past five years, our staff has learned the nuances of each facility in order to ensure the highest quality of service. They have learned the challenges of the facilities, developed relationships with staff, and enforced policies without bias. Utilizing de-escalation and listening skills, our staff has mitigated potential risks to create a safe environment for city officials and the public at large. We have remained flexible, accommodating a number of after-hours events and additional facilities with varying levels of accessibility.

We are excited at the opportunity to continue our almost 40-year partnership with the City of Spokane. We look to improve our provided service, building upon our experience to develop the best staff possible. We will ensure that the policies and procedures of the City of Spokane are upheld, communicate positively with the public, and provide any requested oversight to guarantee the highest quality of staff.

Starplex Corporation is an Oregon based S Corporation, with the main corporate office located at 12722 NE Airport Way Portland, OR 97230. Randy Scott is the Senior Vice President, with the following contact:

Phone: (503)222-5957

Fax: (503)222-9553

Email: rscott@cmsprotectsfun.com

The company is locally based at 907 W Sharp Ave, Spokane WA 99201. Based out of our Spokane office, Dave Christiansen is the Vice President of Operations, allowing direct corporate oversight and quick attention to any concerns.

Starplex Corporation does not employ any former or current city employees and agrees to comply with any terms and conditions set forth in RFP #5088-19.

Thank you for considering Starplex Corporation to continue servicing the City of Spokane.



Randy Scott

Senior Vice President

Starplex Corporation | Crowd Management Services

DAVID A. CONDON
MAYOR



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

June 18, 2019

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #5088-19 – SECURITY SERVICES

This Addendum 1 to Request for Proposals #5088-19 for Security Services is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. Q: Are you accepting bids for off duty law enforcement or only security guards?

A: The City of Spokane is accepting Proposals for security services per the scope of work provided in their entirety, with both training and experience and budget being strong factors, staff makeup is up to the individual vendors.

2. Q: If officers are used, is the U.S. Pavilion Training still needed?

A: If U.S. Pavilion Training has been completed in the line of the officers regular work duties, and evidence can be shown of completion, then it would not be necessary to complete the training again.

3. Q: Do all employees need to complete the training?

A: Any employee that would be 'on site' or 'staffing an event' are required to have completed the training, off site support or administrative staff would not need to complete the training.

4. Q: Can we bill for this training?

A: No, any expense resulting from this training needs to be factored into the overhead of the Firm and reflected in the submitted Proposal.

5. Q: How many hours (annual average) were billed under the previous contract period?

A: Contract is City-Wide with usage spread through many departments so the City does not have that information available.

6. Q: Does the City expect a single bill rate for differing level of officers with regard to defensive tools/firearms vs officers without defensive tools or firearms?

A: If Firms have different billing rates for experienced officers and officers with specific equipment, provide a full list identified by cost category in Price Proposal submittal. See Paragraph 4.5 "Cost Proposal".

Connie Wahl

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

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

The undersigned acknowledges receipt of this Addendum.

Starplex Corporation | Crowd Management Services

Company

[Handwritten Signature]

Authorized Signature

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1. | Response to Required Submittals

4.2 LETTER OF SUBMITTAL

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; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

We acknowledge this, agree to adhere to these requirements, and confirm our understanding. Please see our Letter of Submittal / Cover Letter immediately preceding the Table of Contents in this proposal. These responses are also contained here to ease of review:

1.

Randy Scott	Dave Christiansen
Sr. Vice President	Vice President
Starplex Corporation	Starplex Corporation
12722 NE Airport Way	907 W. Sharp, Suite 2
Portland, OR 97230	Spokane, WA 99201
(503) 222-5957	(509) 328-8778
Fax: (503) 222-9553	Fax: (509) 325-5552
rscott@cmsprotectsfun.com	dchristi@cmsprotectsfun.com
2. Legal Status: Starplex Corporation is a "S Corporation".
3. The services provided under this proposal will be performed through our local Spokane office, located at the following address:

Starplex Corporation
dba Crowd Management Services
907 W. Sharp, Suite #2
Spokane, WA 99201
(509) 328-8778
Fax: (509) 325-5552
4. We acknowledge this, agree to adhere to these requirements, and confirm our understanding. We have no 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. We hereby acknowledge that we will comply with all terms and conditions set forth in the Request for Proposals unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 “SCOPE OF SERVICES” and including the following elements:

1. **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.

We acknowledge this and confirm our understanding. Our plan for this contract would be to put a Progard project manager into place that would be responsible for scheduling of staff, vehicles, and supplies to the contracted sites in accordance with the client specified requirements. We then utilize text messaging for arrivals and departures of staff from each venue to ensure the assigned shifts are met with the appropriate staff.

The project manager will be responsible for meetings with respective facility officials under the contract, receive and monitor all log sheets, sign-in sheets, incident reports, equipment requisitions, uniform issue, etc. In conjunction with company training staff, the Progard project manager will provide training to all staff associated with the contract to ensure there is both site specific and general training protocols staff at all facilities.

2. **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.

We acknowledge this and confirm our understanding. As stated above, our plan for this contract would be to put a Progard project manager into place that would be responsible for the scheduling of staff, vehicles, and supplies to the contracted sites in accordance with the client specified requirements. We would then utilize text messaging for arrivals and departures of staff from each venue to ensure the assigned shifts are met with the appropriate staff. All shifts are monitored by the Progard Manager, with oversight from the Starplex regional office. For all site patrols, after hours events, or unusual shifts, the regional office serves as dispatch, working to coordinate logistics and staffing as needed.

The project manager will be responsible for meetings with respective facility officials under the contract. Meetings also include additional management support, especially when developing security plans for new sites. The Progard project manager also receives and monitors all log sheets, sign-in sheets, incident reports, equipment requisitions, and uniform issues. Any logs or reports will be provided to site or City management, through whichever means best suits the individual sites. In conjunction with regional management, the Progard project manager will provide training to all staff associated with the contract to ensure there is facility specific training.

CMS will provide whatever style and color of uniform appearance desired by the City of Spokane. We propose our “Uniform/ Progard Security” appearance, which serves as our trademark throughout the greater Northwest. Should you desire to have another style, form, or color of uniform, we will gladly accommodate.

A uniform presents the image of both our staff and the facility itself. An inexpensive or poorly designed uniform will present a substandard or unprofessional appearance. Likewise, a well-designed and classy uniform will present a highly professional appearance thereby enhancing the image of the facility.

Uniformed / Progard Security - Our Uniformed / Progard team uniform consists of our “police style” uniform with steel grey, black pants and contrasting trim. Each uniform has a Tuffy topper type heavy jacket or a lighter weight utility jacket. Examples can be found in Chapter 9 “Equipment & Uniforms”.

CMS maintains a large inventory of equipment at each of our five area offices. While each office maintains specific equipment in association with their contract needs, not all offices retain the same equipment. Therefore, in time of specific need, any office can borrow necessary equipment on a short-term basis. We are able to accomodate any special event need using our equipment.

Please refer to Section 9 Equipment & Uniforms for a list of equipment.

- 3 PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.

Starplex Corporation is currently providing services for the City of Spokane.

- 4 DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.

We are currently the incumbent providing services.

4.4 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 work.

A Progard Manager will be assigned to this contract. Regularly scheduled meetings will be established with contracted building representatives to assure that the City is receiving the services that they have requested. The Progard Manager will oversee the day to day activities and be available at the contracted sites as necessary. He will work with site specific supervisors to ensure proper policies and best practices are being adhered to. With support, he will facilitate training of and communications to the Progard staff who will be working at these venues. He will report to the regional assistant and operations managers.

Please refer to Section 3 Corporate Overview for organizational chart to include management and supervisory bios.

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 (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.

Please refer to Section 3 Corporate Overview for full staff, including full-time security officers, City Hall Security Supervisor, Progard Project Manager, and upper management support.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas:

- a. Providing professional security services for sites of similar size and scale
- b. Providing effective customer service
- c. Successfully diffusing conflicts
- d. Capability of taking initiative to problem solve e.
- e. Ability to restrain combative individuals

We acknowledge this and confirm our understanding. Starplex/Crowd Management Services is the longest tenured guest services/crowd management/security services company in the Northwest and has been serving the industry since 1979. At the time, the goal was to assist clients in managing northwest crowds. Over the last 40 years, we have become experts at managing the northwest crowds and providing security services to premier facilities, organizations, government, and venues throughout the northwest. With offices in Oregon, Washington, Montana, Alaska we have built a company with over 2,800 staff providing services in those areas as well as Idaho, and Wyoming.

Our officers and staff are direct representatives of every event and every facility we serve. The image of our staff directly reflects on the image of your venue. Because of this, all ambassadors complete a thorough training process, including both classroom and on-site components, before they can serve our clients. Below is an outline and description of our basic training modules for our Uniformed Division titled "Uniform Division Handbook" as well as training all staff in the security division and crowd divisions titled "Training Orientation".(Handbook available upon request)

Training is tailored to the specific job position and the specialized needs of the client's venue or event. The training is presented and instructed by various internal staff members who have completed a train the trainer courses, operations managers, and senior supervisory staff, as well venue supplied trainers for specific venue/facility policies and procedures.

Additionally, for continuing education, CMS has created an Online University for up to date training, as well as venue specific modules. This is a requirement by our staff each year, and the most effective way of communicating new policies and procedures catered towards our client's needs. This continuing education and training tool is second to none in our industry.

In addition to providing training programs for CMS staff, we can also present any of the following education programs to your staff should you desire that they acquire such training. CMS will also work with the client's existing event and venue training procedures, contributing refinements, and improvements based on our industry knowledge wherever it would be most beneficial.

2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.

From fairs and festivals to arenas, opera houses, city buildings and facilities, convention centers, amphitheaters, and football stadiums we have built a reputation as the Northwest's Premier provider of crowd management, security, and guest services representatives. Because of this large contingent of staff who are regionally located, we are able to handle the largest events in the Northwest, some with over 600 staff per event. When high scale events come to these areas we provide trained, experienced staff and are able to supplement from other regions when there is a high demand for event staff.

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 City to contact the list provided.

Please refer to "Section 8 Clients"

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 references. The City may evaluate references at the City's discretion.

Please refer to "Section 8 Clients"

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 determined that the Proposer was in default.

Starplex Corporation has not had a contract terminated in the previous 5 years.

2. Submit full 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.

N/A

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs 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.

Costs for subcontractors are to be broken out separately

A. COST CATEGORIES AND PRICE PROPOSAL

Price Proposal

<u>Item:</u>	<u>Units</u>	<u>Cost Per</u>
Security Officer	Per Hour	\$23.75
Periodic Checks*	Per Hour	\$23.75
Holiday Rate	Per Hour	\$35.63
Overtime Rate	Per Hour	\$35.63
After Hour Rate**	Per Hour	\$27.50
Patrol Vehicle (Incl. officer/fuel/mileage)	Hourly Per Vehicle	\$35.00

* Requires a 1 hour minimum billing per officer.

** Requires a 2 hour minimum billing per officer.

2. | CMS Protects Fun

Recognized nationally as a leader and innovator in guest services and crowd management, CMS provides customized staffing solutions, with an emphasis on prevention, for entertainment and sporting events of all sizes throughout the Northwest.

For over 30 years, the CMS approach to guest services, crowd management, and uniformed security has been so progressive and successful that it has revolutionized event-staffing services for special events and venues of all types throughout the region.

About

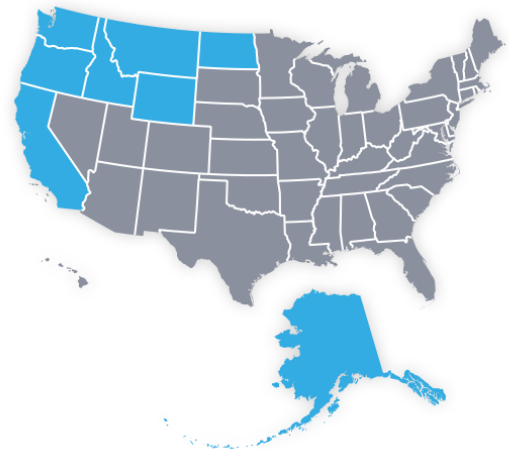
CMS retains more than 2,500 highly trained, expertly supervised crowd management and guest services personnel at thousands of Northwest venues and events. CMS manages 80 percent of crowd events and facilities in the region that are not already handled by in-house services.

CMS employees are selected and trained in the following services:

- Guest Services
- Crowd Management
- Parking and Traffic Control
- Alcohol Management
- Uniformed Security
- Safety and Training

CMS provides consulting services to design professional, innovative programs for venue and event managers that encompass guest services, traffic plans, and training for all types of operations. Additionally, CMS counsels and trains clients in emergency preparedness, evacuation procedures, and safety and alcohol awareness.

The CMS corporate office is located in Portland, Oregon. CMS has additional regional offices located throughout the Northwest in the cities of Eugene, Spokane, Seattle, Yakima, and Billings. We also service events and venues in Alaska, Idaho, Wyoming, and North Dakota. Each location is managed by experienced regional managers who oversee operations and collaborate with each other to provide staffing at high-capacity events.



CMS is dedicated to the events and venues in the Northwest, and we have long-standing relationships with event producers, law enforcement agencies, and numerous public officials throughout the region.

CMS's familiarity with the culture, geography, economics, populations, and trends of the communities that encompass the Northwest region stems from having lived, worked, and performed services in the region for more than three decades.

History

Founded in 1979 to provide peer group security for concerts and festivals in Oregon, CMS began as Portland Memorial Coliseum exclusive security vendor for all rock concerts. The scope of CMS's capabilities expanded to developing new crowd management procedures for venues and beyond. In September 2012, CMS was purchased by entrepreneurial investors who are passionate about CMS's service model and future growth plans.

With such innovative approaches to crowd management, we grew rapidly in the 1980s, adding service offerings including public safety and security functions, guest services, traffic and parking operations, and alcoholic beverage enforcement. Regional offices were added beginning in 1990, CMS managed the majority of crowd events and venues in Oregon and Washington through five interconnected regional offices, to include opening regional offices serving Montana and Alaska.

Because CMS has watched how events and crowds have changed over the decades, we understand the importance of adapting to new innovations and being responsive to our clients' needs.

Service Philosophy

Thorough planning, training, sincere effort, and skillful execution of services are the reasons we are the most successful guest services provider in the US. We refer to our employees as ambassadors because they appointed representatives of your event or venue, delivering messages to and from your attendees. Our service philosophy is built upon the following core beliefs:

- We exist to protect the fun. Prevention is the most valuable service we provide.
- Each guest views our staff as a representative of your facility or event. Therefore, we are a direct reflection on the image of your facility, and each ambassador becomes a host for your venue. We believe that your reputation and success are affected by our performance.
- While we always see ourselves first and foremost as your hosts, we are always at the ready to protect public safety and enforce all regulations and policies. It is our responsibility to make every effort to assure that each guest leaves the event or facility with the satisfaction of experiencing an enjoyable time in a safe surrounding.
- Successful crowd management and guest services programs combine the right personalities with appropriate procedures to yield successful guest interactions at every event and venue.

CMS acts on these beliefs through continuous retention of experienced and highly trained staff and management, developing new and innovative programs to exceed client expectations, constant evaluation of your guests' experiences, and acknowledging and rewarding outstanding ambassador performance.

Community Involvement

CMS employees contribute over 500 volunteer hours to charitable events and fundraisers each year. We contribute funds to senior and youth programs, programs assisting people with special needs and disabilities. We also sponsor local community athletic programs.

CMS managers participate in panel discussions, interviews and public speaking engagements at community organizations to further the understanding of crowd safety issues. In addition, we work with various city leaders to educate event sponsors on the power of prevention and potential problems with crowds if proper planning isn't undertaken. CMS's commitment to providing the safest events possible at the facilities we serve is both a professional pledge and a public service to our community.

Association Memberships

CMS is an active member of the International Association of Venue Managers, International Association of Fairs and Expositions, International Association of Festivals and Events, and the Washington State Fair Association.

Each year CMS actively participates in and sponsors conferences and open forums, as well as delivers presentations on crowd management and other industry topics throughout the Northwest.

3. | Corporate Overview

Administrative, Management, and Supervisory Structure

CMS supervisory staff members have accrued extensive experience managing peer group security, guest services, and traffic control at crowd-related events and venues prior to joining the management team. Senior management recruit and mentor qualified staff who have performed 1000+ hours of hands-on experience at various venues and types of events.

Our supervisors have gained expertise in guest services and crowd management as well as specializing in additional service areas. Supervisors travel throughout the region to provide special leadership support and to assist in training functions. CMS assigns at least one supervisory staff member to every seven to ten ambassadors per event, ensuring superior team familiarity, communication, and cooperation.

The CMS management team encompasses the following positions:

Administration

The Chief Executive Officer/President directs all corporate operations and oversees all plans, preparations, and projects, including strategic planning and annual budgeting.

The Senior Vice President assists the CEO and manages the day-to-day business operations of the company, including corporate administrative and financial services. The SVP implements new policies and procedures and oversees the legal, financial, administrative, and human resources functions of the corporation.

The Vice President of Operations is responsible for the oversight of all regional offices and all operational field functions and has direct management of the Director of Operations. Vice President of Operations collaborates with the SVP in development of policies and procedures, ensures contractual agreements are adhered to, and that risk management practices are in place and continually being updated.

The Director of Operations is responsible for the direct oversight of regional offices, field operations under the DO's purview. The DO directly manages, directs and mentors the Operations Managers and assists in divisional budget preparation.

Operations Managers

Operations Managers are responsible for the daily operations in their assigned regions, including financial control and monitoring of expenditures, staff management, records and billing management, training and scheduling, on-site client relations, and participation in corporate planning.

Assistant Operations Managers

Assistant Operations Managers under the direction of the Operations Manager is responsible for communicating the daily needs of the regional office to include direct crew operations, recruitment, and selection, training and orientation, scheduling and represent CMS at client venues and events.

Supervisory Personnel

Supervisors certified by CMS as on-site representatives can encompass Event Supervisors, Project Supervisors, and Crew Supervisors who oversee event responsibilities, manage crew operations, and client relations. Supervisors must have at least five to seven years of hands-on experience with CMS and have demonstrated the professional expertise and judgment necessary to manage on-site operations.

- Event Supervisors have served in supervisory roles for at least five years and have demonstrated the ability to manage specific crew operations at events of any nature
- Most Senior Supervisors have qualified as Event Supervisors but have specialized in crew operations rather than event management.
- Project Supervisors are dedicated to performing all tasks related to the successful operations of a particular client. Project Supervisor is assigned full-time to a specific contractual project and assumes the responsibility of all related operations.
- Crew Supervisors manage specific crew functions and personnel at a particular event, such as front entry inspections, barricade security, perimeter teams, etc. Crew Supervisors report to Operations Managers or Event Supervisors.

Crew Leaders

Crew Leaders serve as assistant to the supervisors. Members of the crew leader team have been selected based on hands-on experience and ability to handle minimal supervisory responsibilities. Crew Leaders usually serve under a Crew Supervisor, but occasionally they manage their own crew and even small events.

CMS assigns at least one Crew Leader to every supervisor to provide support and to enhance crew supervision. Crew Leaders thereby learn first-hand the responsibilities of a supervisor.



EXECUTIVE BIOS



Randy Scott, Senior Vice President

Randy joined CMS in 1984 and has successfully managed and operated each regional office within the CMS organization. Throughout his 28 years of crowd management services, holding numerous positions he was promoted in 2015 to Sr. Vice President. Randy is successful in managing a multi-million dollar organization for the past 7 years. Randy holds the title of Certified Executive Manager, he is a multi-state certified instructor for guest services, traffic flagging, and Techniques of Effective Alcohol Management.

Randy holds a number of multi-state licenses and certifications from the Department of Public Safety and Standards Training, (DPSST) Oregon Liquor Control Commission, (OLCC) Alaska Traffic Control. Randy has also spent a number of years participating on the policy committee for DPSST to ensure crowd management services were represented in today's market.



Dave Christiansen, Vice President

Dave started with CMS in 1981 while attending Eastern Washington University, graduating with a Bachelors of Arts in Radio and Television Media Relations. Dave is an expert in his field and has proven so over the 37 years at CMS in the event management and security industry.

Dave has introduced risk management techniques to the security industry, managed million dollar events/venues with 60k patron participation. In 2015 Dave was promoted into his current position of Vice President and has been instrumental in the establishment of many facilities' 24-hour building security and the TEAM training programs. He is certified to train and license security agents in the State of Washington and the CMS Alcoholic Beverage Enforcement programs.



Michael Schueller, Director of Operations

Mike started with CMS in 1997 and has over 21 years of operations and crowd and event management experience. In 1998, Mike was assigned to manage events at the University of Oregon and with the success he garnered managing high volume sports events as the Southern Oregon Operations Manager, he was promoted to the position of Director of Operations in 2016.

Mike holds numerous state certifications from the Department of Public Safety and Standards Training, he is a licensed Oregon Liquor Control Commission instructor and an instructor for Flagger and Work Zone Safety and Set-Up with the Oregon Department of Transportation.



Bill Scott, Spokane Operations Manager

Bill is responsible for oversight of all municipal buildings, as well as all our local venues. Bill dispatches staff to various facilities, coordinates daily checks of sites, and facilitates logistics and equipment needs. He also is responsible for staffing and scheduling all sites and venues. With 25 years of management experience, and 30 years of event and security experience, Bill brings knowledge and expertise to our team. He meets with Derek and Chris and our other site leads to maintain proper procedures and offers guidance in corrective measure.



James Volz, Assistant Operations Manager

James began working for CMS part-time in 2012 while attending Washington State University. He received our *Inner Circle of Excellence* his first and second year in recognition of his abilities. He was promoted to supervisor in his second year and began overseeing events at WSU and at the Gorge Amphitheater.

In 2016, he entered a full-time management position, handling all regional reporting, invoicing, and administrative payroll. He has shaped his position into one of staff development, managing all recruiting, onboarding, and arranging training. He has implemented first aid and CPR training programs, provided internal oversight to improve procedures, and facilitates employee conflict resolution. In addition, James has helped multiple venues work within existing constraints to develop security plans, helping liaison with local authorities to remain compliant on licensure.

James maintains a Washington private security license, is an IAVM trained crowd manager, and has active MAST 12 and First Aid/CPR/ AED Instructor certifications.

Management, Supervisory, and Key Staff Assigned to the City of Spokane

Derek Morrow, Progard Manager

With over a decade of special event experience, Derek has become a key component of our Spokane operation. He has worked events throughout the northwest, managed the Gorge campground, and worked with venues to ensure needs are met. For the past 5 years, he has been our Progard Uniform Security Manager. He oversees training of all our uniform staff, maintaining compliance with our handbook and best practices. However, his expertise is client relations, in which he has a proven track record of success. He has worked with city officials and members from many different agencies, coordinating staffing levels and arranging the proper caliber of staff. He also is responsible for meeting with heads of our various municipal buildings and other sites as requested.

As a US Air Force veteran, Derek has an extensive background in security and safety operations. Prior to his work with CMS, he managed security operations at a multinational school in Belize, organizing the protection of ambassadors and their families. Extensive de-escalation training and skill in communicating with a wide variety of individuals add to his skillset.

Derek maintains a Washington private security license, as well as an IAVM trained crowd manager certificate.

Chris Radford, City Hall Security Supervisor

For the past two years, Chris has served as our supervisor dedicated to Spokane City Hall. He works full time to ensure our staff is performing at the highest capacity. As he is at City Hall fulltime, he provides easy accessibility for city officials, rectifying any issues or involving higher management as needed. Chris has been responsible for scheduling staff at City Hall, as well as organizing and supervising staff for after-hours and special events. He has worked directly with city asset management, Spokane City Council, and police department to facilitate external and special event needs. He is also responsible for our staff's compliance with city policies and procedures in order to maintain a safe environment for staff and the public.

Chris maintains a Washington private security license.

Matt Manning, City Hall Security Lead

With over 25 years of risk management experience, Matt provides quality service as one of our dedicated City Hall security officers. He has 24 years of experience within CMS and acts as our senior Event Supervisor in addition to his commitment to Spokane City Hall. His communication and attention to detail provide our team with a critical eye, evaluating situations with an unbiased approach. With 10 years of experience providing uniform security, he assists Chris in promoting a safe working environment.

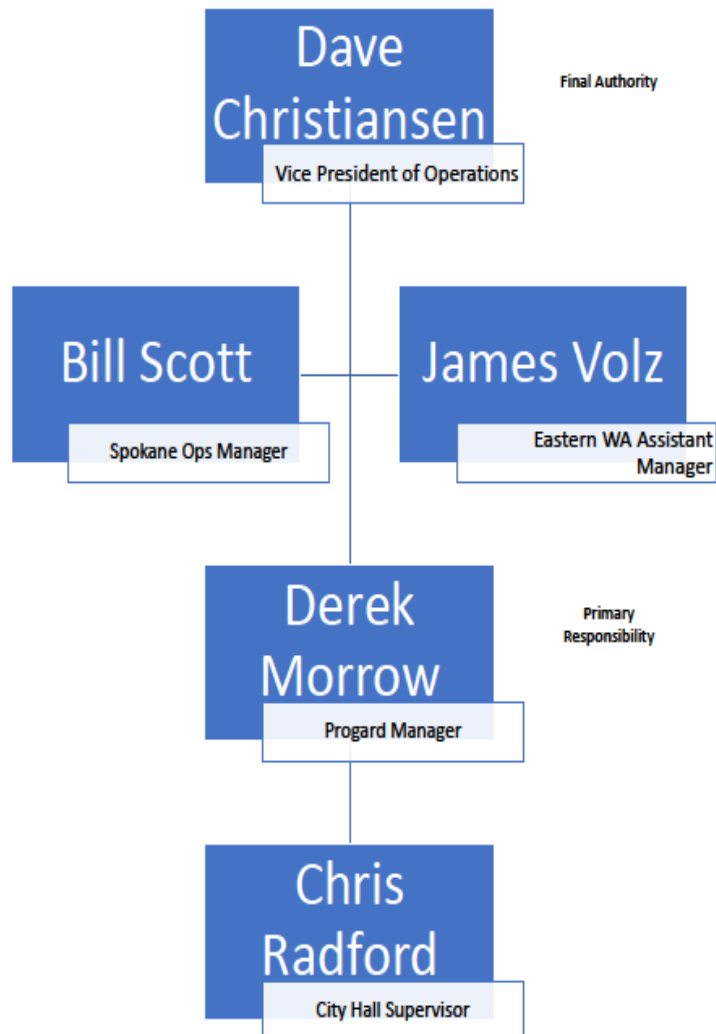
Matt maintains a Washington private security license, as well as an IAVM trained crowd manager certificate.

Alex Fraser, City Hall Security Officer

Alex has proven himself to be a valuable asset in his four years at Spokane City Hall. He possesses leadership and critical thinking skills which help him to make decisions in stressful situations. In addition to his commitment to Spokane City Hall, he has earned a key leadership role at the Gorge Amphitheater as a result of his skills.

Alex maintains a Washington private security license.

Organizational Chart for Spokane Progard Division



4. | Work For Fun

There's a reason that we're one of the most successful guest services provider in the US: our dedicated employees. We believe that our clients' reputations and the success of their events are measured by the performance of each member of our CMS staff. Therefore, we invest hundreds of thousands of hours into recruitment, training, recognition, and continuing education for all of our ambassadors.

We like to think of it as an investment in prevention. Rather than reacting to situations with hired hands, we're protecting the fun and enjoyment of your events with our highly valued ambassadors.



Recruitment

CMS is an Equal Opportunity Employer that observes all local, state, and federal laws as they relate to employment.

CMS philosophy for recruitment is retention: Our standards of recruitment are higher than the current guest services and event staffing market. We recruit highly qualified full- and part-time staff from various social and economic backgrounds.

CMS's number one recruitment method is word-of-mouth referrals from current employees and clients who have knowledge and experience in guest services and crowd management. CMS uses an integrated social media strategy on Facebook, LinkedIn, Twitter, and our website to recruit throughout multiple states. CMS collaborates with local schools, colleges, employment offices, military/veterans' organizations, and local communities to recruit a diversified workforce.

Screening and Selection

We screen applicants with past and current employment history involving frequent interactions with people. We routinely recruit teachers, coaches, school employees, bank employees, health care staff, front counter staff, and other service professionals. We also recruit students who are constantly communicating and interacting with others, and we recruit current and former military personnel for their discipline and dedication.

- Applicants must be at least 18 years of age, personable, well groomed, energetic, and demonstrate logical reasoning, quick thinking, and an ability to relate to others. Applicants must be friendly while not being afraid to enforce the rules, regulations, and the law.
- Applicants must meet the minimum education level as described in the position description. Preference will be given to applicants with continuing education credits.
- Applicants must meet the state licensing requirements for positions that require certifications or licenses.
- Approved driving records and valid driver's license for positions that require driving a company owned motor vehicle.
- Approved credit report for positions involving financial and security responsibilities.
- Applicants must meet the physical requirements and stamina to perform the essential functions of the position.
- Must meet the guidelines stated in the CMS Drug-Free Workplace Policy.
- Must be able to verify employment eligibility to work in the United States as stated by the Department of Homeland Security.
- Must be able to pass criminal history verification within the established guidelines.

Hiring the right employee is the driving force behind our success. Once a candidate has satisfied the minimum requirements, been interviewed, and meets the position's skills and qualifications, reference checks are completed.

Criminal History Verification Procedures

CMS adheres to all guidelines set forth by the Fair Credit Reporting Act as it pertains to the completion of any criminal or credit verification.

CMS performs a prescreen background verification on all prospective employees to the fullest extent of available information. It is an important factor in the selection of quality, responsible staff. During the application process, applicants are required to sign a release authorizing CMS to perform a national background check. CMS also reserves the right to complete additional background verifications for position changes and advancements, licensing requirements, and to complete semiannual follow-ups to maintain enforcement on policies surrounding criminal behavior and/or convictions and the reporting thereof.

CMS utilizes IntelliCorp, a nationally recognized employment verification organization to complete nationwide criminal history on each applicant. This system completes social security number match, birthdate match, current and previous address history, driving record, arrest, conviction, sexual offender, and terrorism watch list verification on each applicant. For protection and confidentiality, IntelliCorp provides instant access to the outcome of the applicant's verification for the Director of Operations.

Retention

Our employees are our most important asset. It's because of this belief that CMS's retention rate is above average in the guest services and crowd management industry.

We give our ambassadors access to interesting people, fun activities, and challenging assignments. Members of our staff are offered opportunities to work for events throughout all regions, providing them experience with a larger variety of events and encouraging them to develop associations with other crews. We provide a competitive starting wage and an incentive pay scale based on performance and longevity.

Ambassadors have the opportunity to select the work schedule that meets his/her economic and personal needs. The more experienced and hands-on an employee, the more advancement opportunities are available.

Ambassador Benefits

- Travel to exciting venues and fun events
- Pay above the industry average
- Work with our great clients
- Family-like work environment
- Rewards and recognition program
- Flexible hours
- Great opportunity for advancement
- Variety in assignments
- Bonuses
- Time off to attend continuing education

Rewards and Recognition Program

We believe in the importance of recognizing outstanding performance and longevity of service in our employees. Our Rewards and Recognition Program provides motivational and inspirational benefits for ambassadors who provide exceptional guest services, constantly strive to accomplish company goals, and support the success of every event. By sharing the success, we create longer retention rates, provide for a more satisfying work environment, and we allow for a program that exceeds the needs of our own staff.

Ambassador Communications

To notify employees of policy updates, schedules and activities, accomplishments of individual and successes of events, CMS has established communication tools available.

Monthly newsletter “Earpiece”

A monthly newsletter specific to each region events, staff, and activities are mailed to employees and included with payroll. This publication is designed to communicate messages, event information, and corporate activity specific to each region. In an effort to go green, we also email our monthly newsletter as well.

Social Networking

CMS maintains connections with its employees via social networking. CMS has a corporate page with over 2,000 fans, as well as regional office groups, to reach out to employees.



Staff Announcement Boards

At events, CMS provides portable display boards to post event-specific information, upcoming events or activities, reward and recognition programs, training opportunities, management messages, and image reminders.

Post-Event Debriefings

Debriefings are conducted after events to discuss the event and critique performance, communicate company specifics such as: acknowledgments, promotions, training dates, recruitment programs, policy reminders, upcoming events, and general information.

Starlink Ecosystem Employee-Side

CMS has built custom web service to provide both employee-side and corporate-side information management. The employee-side interface will include functionality and variable security settings based on certifications and employee status.

Scheduling and employee update functionality will include bulk messaging via email, SMS, and other data-sharing mechanisms, drastically streamlining communications and scheduling throughout CMS's regional offices. This tool will not only reduce time spent managing resources but will make scheduling more reliable. CMS will also be able to notify employees about required update training and certifications. Please see sample images below of an employee profile.



CMS Events

Dashboard

Events

Venues

Staff

Reports

Settings

Logout

Staff - Edit

* Required field

Personal Info

First Name*

AARON

Address 1*

7032 Cadmar Lane NW

Marital Status

Single

Middle Name

C

Address 2

Home Phone*

3608304741

Last Name*

JOHNSON

City*

Seabeck

Work Phone

Nickname

State*

WA

Email*

test@test.com

Gender

Male

Zip Code*

98380

Password

CMS Info

Payroll Flag

O

Staff Type*

Staff

Blazer Size

Department*

Seattle

Birth Date*

01/01/2015

Coat Size

Trained*

Yes

Hire Date

Shirt Size

Working Status*

Active

Termination Date

Tie

No

Certifications/Training

Uniform

Traffic

Usher

Supervisor

CPR Trained

First Aid Certified

Available Certifications

First Aid Certified

Add Certification

Notes

Edit Staff Member

Making the Fun Work and the Work Fun

From our recruitment strategy to our rigorous selection process and high retention rate, you can tell how highly we value our employees. We promote from within, encouraging all of our employees to feel like they are a part of CMS's success. We emphasize that each employee is not just hired hands for the event; they are a part of each and every event's success, making them not only a part of the team but also a part of the final result.

We promote fun and being a part of a family organization. We want each ambassador to feel important, appreciated, and recognized for their consistent dedication and hard work.

Drug-Free Workplace Policy

CMS has an interest in establishing a work environment free of the influence of drugs and alcohol for the benefit of its employees, customers, and the public at large. As a result, CMS has implemented a drug- and alcohol-free workplace policy to ensure that its employees are free from the effects of drugs and alcohol while at work or on company business. This is consistent with federal regulations requiring drug testing for employees, as well as federal regulations requiring a drug-free workplace for all businesses contracting with the federal government.

Introductory Provision: Possession, Use, or Distribution of Illegal Drugs or Alcohol

The possession, use, purchase, sale, or distribution of illegal drugs (meaning those drugs for which there is no generally accepted medical use, e.g. marijuana, cocaine, methamphetamine), drug paraphernalia, or use of alcohol by an employee in a company vehicle, at a job site, on company property, or during working hours, is strictly prohibited. Any employee violating this prohibition will be terminated. CMS has an absolute prohibition against an employee's use of illegal drugs, both on and off the worksite. An employee's off-the-job illegal use, manufacture, purchase, possession, sale, or distribution of illegal drugs, or drug paraphernalia that results in criminal charges being brought against an employee will result in the employee being requested to submit to drug testing and may result in the employee being suspended from work without pay. Any employee convicted of a criminal drug statute will be terminated from employment.

Self-Referral

Employees of CMS who consider themselves drug or alcohol dependent and who voluntarily identify themselves as such will be encouraged to obtain an evaluation by a substance abuse counselor and seek treatment if such is the counselor's recommendation. CMS will provide informational assistance in locating professional substance abuse counseling to any employee requests it.

Employees who undergo drug or alcohol rehabilitation will be expected to do so at their own expense (with the exception of those expenses by the company insurance program if eligible), on their own time, or during a non-paid leave of absence approved by CMS. Arrangements may be made to allow an employee to use vacation time during any such leave of absence.

5. | Training

10-Step Guest Service Protocol

For the purpose of creating the most enjoyable atmosphere and positive guest experience, the following represents a list of our minimum standards when addressing each and every guest

1. Prepare to Meet Your Guests

- Review the 10-Step Guest Service Protocol prior to each event.
- Inspect your uniform and your appearance.
- Familiarize yourself with the details of the day's event.
- Inspect your work area to make sure it is ready for the arrival of our guests.

2. Smile

- Present a happy smile when addressing our guests.

3. Make Eye-to-Eye Contact

- Look each guest directly in the eye.

4. Provide a Verbal Welcome

- Announce our appreciation that the guest has joined our event.
- Utilize different welcome greetings to the guests and state each with an enthusiastic sound.
- Be sure to say "Good Morning," "Good Afternoon," or "Good Evening."
- One of the best phrases is simply "Welcome to our show."

5. Remain Visible and Present with an Approachable Demeanor

- Position yourself so that each guest can easily locate you.
- If possible, position yourself where the guests will actually walk by you.
- Appear friendly and eager to provide assistance.

6. Assertively Seek Out Guest Interaction

- Talk to guests.
- Actively approach guests who appear to need assistance.
- Listen closely to the guest and provide answers to their needs.
- Use phrases such as "May I be of any assistance?" or "May I help in any way?"

7. Find a Solution

- If an error was made, or a guest reports a service failure, immediately address the concern and locate a solution.
- Show that we care about their concerns.

8. Display a Professional Image at All Times

- Use appropriate language.
- Be positive and enthusiastic.
- Display appropriate body language. Look approachable.
- Remain alert.
- Maintain a professional uniform appearance.

9. Display Pride in Your Job

- An unhappy ambassador creates negative guest experiences.
- Demonstrate your pride by your attitude.

10. Show Appreciation to Exiting Guests

- Personally thank each guest for patronizing our facility or event.
- Smile and request they come back again.

Stages of Training

CMS ambassadors are direct representatives of every event and every facility we serve. The image of our staff directly reflects on the image of your venue. Because of this, all ambassadors of CMS complete a thorough three-month training process, including both classroom and on-site components, before they can serve our clients.

Training is tailored to the specific job position and the specialized needs of the client's venue or event.

In addition to providing training programs for CMS ambassadors, we can also present any of the following education programs to your staff should you desire that they acquire such training. CMS will also work with the client's existing event and venue training procedures, contributing refinements and improvements based on our industry knowledge wherever it would be most beneficial.

The CMS training process consists of several stages:

Stage 1 Orientation Standard Operations and Training Procedures (classroom)

Newly hired employees attend a five-hour PowerPoint presentation on Standard Operations and Training Procedures classroom training. Topics include, but are not limited to

- CMS Company Policies and Procedures
- Employment Policies and Practices
- Bloodborne Pathogens OSHA Standards
- Guest Service Procedures and Public Relation Skills
- Uniform and Appearance Policies
- Crowd Management Practices
- Building Code and Fire Regulations
- Rules, Regulations, and Policies of the Facilities
- Arrest Procedures
- Report Writing
- Court Procedures
- Limited-Force Ejection Techniques
- Crowd Psychology
- Protection Profiles
- Search Procedures
- Emergency and Medical Response Procedures
- Equipment Assignments
- Communication Procedures
- Facility Management Staff
- American Disability Act Procedures
- Facility Knowledge
- Managing Disturbances
- Alcohol Management Policies



Stage 2 Facility Tours (on-site)

Once an ambassador completes the Standard Operations and Training Procedures classroom component, they tour the facility or facilities they will be assigned. During this tour, each ambassador is briefed on the various seating configurations, emergency evacuations, and the location of the facility amenities and support agencies, major tenants, and instructions on where to report for check-in.

Stage 3 Introductory Period of Employment

After completion of stages 1 and 2, each new ambassador begins a 90-day introductory employment period during which time the ambassador is assigned to events where they are trained, observed, and evaluated on their performance. Training coaches are assigned to each event to work side-by-side with our new ambassadors until each ambassador has successfully learned the job performance standards. Each ambassador is encouraged to schedule as many events as possible during this 90-day period to gain experience with supervisors, staff, and facility personnel. At the end of the introductory period, the supervisor and manager evaluate the ambassador's performance record to determine the successful completion of their introductory period. Ambassadors who are unable to satisfy the introductory period are not placed in future assignments and will no longer be employed by CMS.

Stage 4 Additional Training Options Available

Ambassadors who have satisfied the introductory period and/or completed 120 hours of service become eligible to participate in additional and the placement to select special divisions. Additional training topics may include:

- Identification Techniques Dealing with ID Checks
- Street Gang Awareness
- Bootleg Vending Procedures
- Ticket Scalping
- Phone Attendant Training
- Employee Check-In Procedures
- Alcohol Awareness and Beverage Enforcement Teams
- Verbal Judo - Tactical Communications

CPR and First Aid

Managers, Supervisors and selected staff are trained in first aid and CPR by a Red Cross certified on-site instructor. Standard First Aid, CPR and AED Training is an eight-hour course taught in groups of ten or fewer to assure each staff member becomes well versed in the proper procedures. Supervisory staff and employees trained in first aid procedures are assigned to selected venues and to specific contracts.

Guest Services Advanced Education

CMS staff receive advanced training in all aspects of guest services duties including instruction on proper ticket inspection and entrance procedures and training in seating configuration, stolen ticket procedures, emergency medical procedures, emergency exiting, and guest services policies.

Techniques of Effective Alcohol Management Training (TEAM)

Alcohol training provides our uniform security staff with skills necessary for detection of intoxication or altered mental states. Intoxicated individuals can pose unpredictable threats to public safety and may act irrationally. In combination with mental health first aid training, our alcohol training allows our staff to respond to a situation with the appropriate demeanor and awareness. This training provides a toolkit of techniques for our staff to maintain control while dealing with an intoxicated individual. Additionally, they are trained in validating identification and recognizing fake IDs.

Staff attend training sessions to learn about your facility's alcohol policies and procedures and how to implement them. This program provides ambassadors with solid groundwork in alcohol awareness, including such issues as blood alcohol concentration, checking identification, and how to spot impaired guests.

Uniformed Security Training

Some ambassadors are selected for a training program that educates them in quasi-police functions. Areas such as arrest procedures, custody, report writing, protection profiles, and facility protection are covered in greater detail in this training.

In order to comply with legislation regarding training requirements for security personnel, CMS contracted with the Professional Security Television Network (PSTN) to utilize their professional training program. PSTN, the sister network of the Law Enforcement Television Network, provides twelve modules of basic training to security personnel. This program has been approved by Oregon and Washington to fulfill all aspects of licensing programs. In addition to the PSTN program, CMS has designed a comprehensive training program of its own which provides not only training mandated by the states but also additional aspects of the uniformed security agent's responsibilities at crowd events and specific contracted facilities.

Continuing Education

At various times throughout the year, CMS holds additional crew meetings to update procedures, allow for questions, introduce new members, and review past training. Advanced leadership and supervisory training are offered to employees who have demonstrated a long-term service commitment to CMS and our clients. CMS launched a fully responsive online university for the most up to date training practices and custom venue modules.

Description

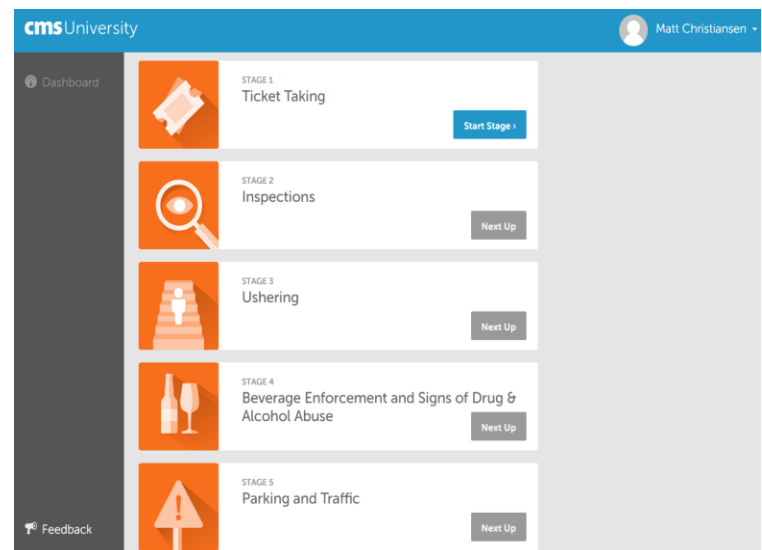
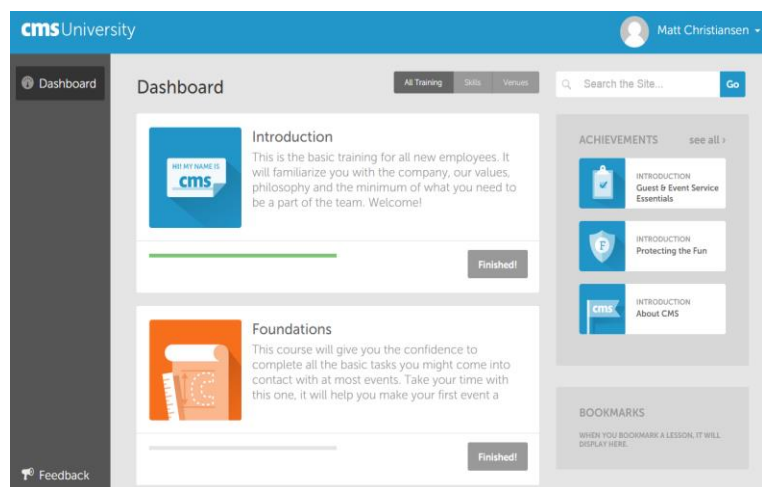
CMS orientations, training programs, and instructional manuals have been recognized as superior by local law enforcement, liability and workers' compensation insurance professionals and clients.

CMS continues this level of training excellence with our online university for continuing education for employees, supervisory staff, as well as clients interested in seeing how it works. Based on the content and high standards of the existing basic orientation and training, we have created a series of training modules with multiple-choice tests and printable certificates of completion. These training modules will complement face-to-face orientation and annual meetings.

A sample of module topics includes guest services, alcohol awareness, sexual harassment, ADA sensitivity training, bloodborne pathogen, and parking and traffic control. CMS will offer advanced training to include supervisor training and crew leader training modules. (Please see University examples on the right)

In addition to our standardized orientation and training, we also offer event and venue-specific training modules for our clients. New employees will learn specific information about the client's event or venue and existing employees assigned to a new event or venue can easily prepare themselves for the unique rules, needs, and challenges their new assignment.

For those employees without access to computers, we have provided training kiosks in our offices. After employees have passed the test, time and date stamp is added to their file, and they can view their current certifications at any time through the integration with our Starlink Ecosystem. Employees are required to take update courses every two years.



Benefits

We have set up our training modules to capitalize on the strengths of delivering information online. The modules are well designed, clear, and engaging. Immediate testing allows CMS trainers to gauge employees' comprehension and mastery of the training material presented.



Employees can take training modules at their convenience, in a predetermined sequence, and then view their current certifications through the Starlink Ecosystem. Supervisors and trainers benefit from this streamlined tracking system, ensuring that only appropriately trained employees are available for scheduling if they have completed the necessary training modules required for the assignment. The CMS Online University reduces man-hours required to coordinate training sessions and eliminates the challenge of finding and scheduling multiple training dates.

The CMS Online University increases CMS's protection from liability exposure. Clients can work with CMS to create event- and venue-specific modules to clearly and consistently train new and newly assigned employees in their unique policies and procedures. All modules can be immediately updated as local and state regulations change, ensuring that our training is as accurate as possible.

CMS Training Manuals

It is our policy to design training procedures encompassing each of the facilities we serve. The following is a brief description of the manuals we produce and a sample table of contents of each.

Standard Operations and Procedures Training Manual

This manual contains all the necessary training information associated with the duties and responsibilities connected with our crowd management and guest services functions. The manual was designed as a complete training guide for all new staff members to assure each will have a thorough understanding of our organization and our practices. The table of contents is as follows:

- Chapter 1 Introduction
- Chapter 2 Corporate Structure
- Chapter 3 Guest Service Procedures
- Chapter 4 Scheduling
- Chapter 5 Ticket Taker Training
- Chapter 6 Ushering Services
- Chapter 7 Crowd Control Management
- Chapter 8 Alcohol Management Procedures
- Chapter 9 Parking and Traffic Division
- Chapter 10 Uniform Division
- Chapter 11 Importance of Incident Reports
- Chapter 12 Protection Profiles
- Chapter 13 Uniform Appearance
- Chapter 14 Facility and Event Site Knowledge
- Chapter 15 Communication System
- Chapter 16 Police Relations
- Chapter 17 Medical / Crowd Emergency Procedures
- Chapter 18 General Information - Events
- Chapter 19 General Information and Procedures
- Chapter 20 Employee Service Department Issues
- Chapter 21 Conclusion



Supplemental Training Manual

This manual is designed, developed, and documented to train members of our staff on specific aspects of individual client facilities, procedures, and guest services policies. We design each specific manual after we have become a service partner and have had the opportunity to learn all of the specific aspects of our clients' programs. Examples of topics addressed include:

- Introduction To The Client and Facilities
- Introduction of Client Management Staff
- Introduction of Key Contractors
- Rules and Regulations
- Facility Maps
- Seating Configurations
- Entry Locations
- Line Control and Admission Policies
- Search Policies
- Staffing Assignments
- Strategic Assignment Responsibilities
- Procedures for Addressing Guest Complaints
- Cultural Diversity
- Facility Reports
- Beverage Enforcement Policies and Procedures

Additional Training Manuals

In addition to the Standard Operations and Procedures Training Manual, CMS maintains numerous additional training manuals that are utilized for specific training associated with our various divisions. The following manuals are utilized for training purposes in our CMS division:

- Guest Services - Usher Training
- Guest Services - Ticket Taker Training
- Supervisors Manual
- Emergency Procedures Manual
- Report Writing Manual
- 24-Hour Security Manual
- Alcoholic Beverage Enforcement Manual
- Gang Awareness Manual
- Bomb Threat Procedures
- Bloodborne Pathogens

In examining each of our training manuals you will discover that CMS is an industry leader in providing a wide range of training and educational material for our guest services and crowd management staff. Our training and educational programs far exceed the current market in the guest services industry.

Digital Training Library

In addition to our in-house training manuals, CMS maintains a video-training library to enhance our training sessions and to provide more detailed training for select divisions or assignments. The following represents a list of our current video-training library:

- TEAM Training
- Card Tricks - Identification Procedures
- Host Services
- Safe and Aware: Bloodborne Pathogens
- Handling Bomb Threats
- Fire Apparatus and Responsibility
- Disaster Management
- Accident Avoidance
- Interacting with Disturbed Persons
- Access Control
- Report Writing
- Guest Service Begins with Me
- Dealing with the Problem Guest
- Americans with Disabilities Act
- Emergency Planning at Public Facilities
- Safety Awareness at Public Facilities
- Patrons with Disabilities
- Dealing with Difficult People
- Tactical Communications

The Basic Security Officer Training Series digital library includes the following titles:

- Intro to Security
- Importance of Security Officers
- Legal Issues Part I
- Legal Issues Part II
- Human & Public Relations
- Communications
- Patrol
- General Duties
- Report Writing
- Fire Prevention & Control
- Emergency Situations
- Safety
- Professional Security
- Security Officers Role in Crime Prevention
- Secure Parking
- Defense Tactics
- Crime Scene Containment
- Responding to Hazardous Material
- Tactical Communications
- High Rise Building Security
- Patrol Procedures
- Liability Issues for Security



6. | Alcohol Awareness Plan

CMS Security Services staff are trained in alcohol awareness to detect and monitor

Guests who drink alcohol at events are more likely to become involved in traffic crashes on the way home than those who don't. According to the National Safety Council, about 40% of all vehicle crash deaths currently involve alcohol.

We recommend that management at public assembly facilities implement Facility Alcohol Management (FAM) programs specifically designed to reduce both alcohol-related problems during events and the potential for alcohol-related crashes when guests drive home.

The FAM program works by implementing employee training called Techniques for Effective Alcohol Management (TEAM) based on clear policies and procedures.

What is TEAM?

In 1985, a coalition of private and public sector organizations formed Techniques for Effective Alcohol Management (TEAM) as a response to public concern over the number of traffic fatalities involving excessive drinking at public assembly events.

TEAM is a nationally recognized alcohol awareness program produced by the National Safety Council. TEAM utilizes all employees of each venue to help create a managed environment. This course is approximately four hours in length and presents a commitment to ensuring responsible sale and consumption of alcoholic beverages in your facility.

The objective of the TEAM program is to help employees understand how to carry out the policies and procedures of alcohol management developed by all facilities of which CMS is associated.

How does FAM work?

The general concept of managing the consumption of alcohol is based on:

- training of Beverage Enforcement teams
- responsible sales of alcohol
- managing the consumption at each event, and
- incident tracking of violations.

Each one of these aspects plays a major role in the success of the plan.

Management Assessment and Policy Formulation

First, the FAM program staff helps you assess your facility's current policies on alcohol sales and consumption. Then FAM works with facility management to formulate an Alcohol Awareness Operational Plan that addresses such issues as the admission of guests with alcoholic beverages, on-premise sales to impaired guests or minors, transportation alternatives for impaired guests, and increasing public awareness about the risks of drinking and driving.

Once the plan is finalized, CMS management and University of Oregon management will meet and introduce our operational plan. CMS will also invite the University of Oregon management to our TEAM training meetings so they can be aware of our programs. This operational plan will allow each facility to educate its guests on the responsible sale and consumption of alcohol at each event.

While our main emphasis is always on prevention, we also understand the necessity for enforcement of violations of the policies and procedures. Should the need arise, enforcement will generate incident reports, evictions, and/or arrests as the plan is implemented. (See Incident Tracking System located in this chapter.)

Employee Training

Employee's attend training sessions to learn about your facility's alcohol policies and procedures and how to implement them.

TEAM training deals with classroom discussions on the misuse of alcohol and the problems an employee will face dealing with this misuse. It also summarizes the legal effects of this misuse of alcohol at your facility. Some of the discussions include:

- How to reduce liability exposure
- Alcohol overview and how it affects people differently
- Blood alcohol content
- Steps to take to know when to intervene and when to give advice or suggest advice
- Alternative ways of controlling impairment: amount consumed, amount of food in the stomach, time span, and mood.
- Implementation of policies and procedures

The classroom style of training allows individuals to suggest ideas in their particular department that all employees can utilize.

Policy Implementation

Our Beverage Enforcement teams will work together with facility food and beverage employees to ensure a standard plan of action for the implementation of this alcohol awareness program.

The Beverage Enforcement team allows the crowd management and guest services staff to concentrate on crowd-related activities while the alcohol teams are directly responsible for monitoring the consumption of alcoholic beverages in the facility. These Beverage Enforcement team members will be strategically placed throughout facilities with clearly identified staff shirts. Their job is to only deal with alcohol-related issues.

Ushers and crowd management staff will be utilized to support the beverage teams when necessary. Beverage Enforcement teams will not provide any other functions for the facility. Their only responsibilities will include:

- Checking of identification of any guests who do not look at least 30 years of age
- Controlling the passing of beers by adults to minors
- Preventing over-consumption of alcohol by guests
- Cutting off guests who have consumed too much alcohol or violated beverage policies
- Controlling consumption of outside alcohol
- The creation of an identifiable Team that creates the knowledge by our guests that we are totally observing and managing the consumption of alcoholic beverages in the facility.

Program Evaluation

FAM will also help you assess the effectiveness of the policies and procedures developed through the FAM program in order to identify any needed modifications. FAM outlines the types of data that should be collected, provides sample forms to track implementation, and offers step-by-step instructions on conducting periodic evaluations of program implementation.

Why should my venue participate in FAM?

There are so many reasons to participate in the FAM program. FAM is easy to implement and can be adapted to meet the special needs of any facility. TEAM training will improve your facility's crowd management, promote facility safety, and increase the enjoyment of your guests. Your guests will be more aware of your policies and will be more inclined to honor them without incident, preventing the need for enforcement measures. There will be less rowdiness at your facility and families will appreciate the improved atmosphere. What's more, they'll want to come back again and again. And because it is so effective, FAM will help reduce potential liability problems. Our success in carrying out this program benefits everyone—management, employees, guests, and the community.

Incident Tracking System

Due to a huge rise in liability exposure to all entertainment facilities, food and beverage contractors, and crowd management companies, it is critical for each alcoholic beverage enforcement operation to develop and implement a tracking system of incidents that occur involving your facility. This will include all types of incidents but will allow you the opportunity to separate alcohol-related incidents by type. There are two different reporting methods CMS will implement in its tracking of alcoholic beverage-related incidents.

The first method involves reporting incidents by location, time, employee, and type of incident. CMS management tracks this reporting method. After each event, the CMS manager will input information from each incident report written by CMS staff. A database is created to log this information. This reporting method allows us to track where and at what time incidents occur most in your facility. As you build this database, you will be able to develop trends in time and location when the potential for incidents will occur. This allows you the opportunity to relocate staff to problem areas, control the time alcohol is served during different types of events, and to monitor which staff are involved in evictions. Graphs and charts are created to monitor each item. This tracking system will be ideal should there be any liability exposure to an incident.

The second method involves tracking attendance, amount of staff utilized, evictions per staff, the crowd to staff ratio, cost per eviction, and number of guests per eviction, alcohol-related eviction percentage, and non-alcohol-related eviction percentage. This information can be utilized more internally for cost factors and to manage impairment issues. The information also tracks the total number of staff employed per event for alcohol awareness and enforcement.

CMS firmly believes that consistent communications between the management team, state liquor control commission and law enforcement will allow for this program to grow, and will reduce the number of visits from field agents. CMS is committed to making this program successful at University of Oregon facilities, and to build a strong relationship with the Eugene area liquor enforcement staff as we have elsewhere at other venues. To ensure the Alcoholic Beverage Operation Plan is in proper compliance, all staff in University of Oregon facilities, whether it is guest services, ticketing, parking, food and beverage, or crowd management will need to work as a team to watch for the signs of impairment and to alert the proper representatives when they come into contact with a potential alcoholic beverage-related problem situation.

7. | Client Relations Program and Quality Assurance Process

CMS has a reputation for its innovative and effective crowd management and guest services programs. We are often the first in our industry to develop and present concepts for guest relations, public safety, and crowd management operations. Our approach to client relations and quality assurance is equally as innovative and effective.

Because we are more than just hired hands—we're a vital part of your business—we believe that our performance should be subject to rigorous assessment and evaluation to ensure that we are providing the highest quality of service at your event and venue, every time.

Client relations and quality assurance are more than just implementing a program. They are a process, and how we manage the process is what sets us apart from all others.

Our mutual success depends on taking risks, evaluating feedback, and implementing constant improvements.

Client Relations

The CMS Client Relations Program assesses and evaluates client satisfaction with local management, crew operations, guest services programs, and event performance.

The program is not merely a measurement tool. It is also responsible for generating timely responses to your feedback, ensuring we are not just meeting—but always exceeding—your expectations.

Measuring

We have designed and developed innovative measurement systems to measure how you, your guests, your sponsors, law enforcement, and our ambassadors would describe and/or rate both our guest services programs and your venue's programs.

Our client experience measurement process includes, but is not limited to, phone calls, survey "report cards," attending client staff meetings, quarterly evaluations from select department heads, focus groups of supervisor-level staff, and face-to-face meetings with client's representatives.

Our guest experience measurement process includes, but is not be limited to, event entry surveys, event exit surveys, facility guest services centers, questionnaires, audits, field comment cards, verbal complaint/comment, telephone contact, letters, e-mails, and other creative ways to solicit guest feedback.

Our staff is trained to receive each comment or complaint in an interested and concerned manner and to following a standardized six-step process to respond and properly document it both during and after the event.

Our Director of Operations will contact event sponsors, contract representatives, and law enforcement to gather feedback on and measure satisfaction with CMS's performance.

CMS regularly gathers first-hand feedback from all levels of our organization through focus groups, partner programs, critique sessions, evaluations, and suggestion cards.

Reporting

All results from the client, guest, and sponsor conversations, questionnaires, surveys, and report cards are reviewed in detail with the appropriate regional manager. The Director of Operations also regularly reports findings to the CEO.

The report allows us to spot patterns and trends in program feedback, rate our programs' performance, and guide the development of new and enhanced guest services operations.

Clients are welcome to contact our Director of Operations with any concerns or questions at any time. The Director of Operations will then address these concerns with our Chief Executive Officer and respond immediately.

Our Client Relations Program and Quality Assurance Process aids in developing and maintaining strong relations with each client.

Responding

The ultimate goal of CMS's Client Relations Program and Quality Assurance Process is prevention. The more we learn, the better able we are to prevent the same issue from arising again within your facilities or during your events—and everywhere CMS serves. We respond to and take action as a result of, both positive and negative feedback from guests, clients, sponsors, law enforcement, and our CMS staff. Our responses are tailored to the unique situation. Responsive measures include, but are not limited to,

- Developing a site-specific training program (if your facility doesn't already have one)
- Using report cards to develop achievable action plans that address one-year goals, two-year goals, and three- to five-year goals with specific tasks, priorities, timelines, and staff accountability
- Recognizing outstanding performance, rewarding exceptional behavior, and acknowledging those who succeed in exceeding expectations
- Making changes to your facility's supplemental training manual and our training courses to ensure institutional knowledge is passed on
- Endorsing any experimental programs where expectations have been exceeded and implement them at other venues
- Making personal contact with the guest via phone call, letter, or email to acknowledge and address the complaint or concern
- Announcing corrective procedures in briefings, newsletters, and our crew check-in facilities.

8. | Clients

2019 Current Clients

Major Clients

- Live Nation
- University of Oregon
- Monqui Presents
- The Portland 5
- Festival's Inc.
- Big Lava Events
- City of Spokane
- Matthew Knight Arena
- McMenamins Edgefield
- Dick's Drive-in Special Events
- Central Washington State Fair Grounds
- Gonzaga University
- Montana MetraPark – Yellowstone County
- Montana State University
- Oregon State Fair
- Tanana Valley State Fair
- Alaska State Fair
- Sunlight Supply Amphitheater
- Fuller Entertainment
- Henry's Tavern

Special Clients & Events

- The Gorge Amphitheatre
- Montana State Fair
- Fort Vancouver 4th of July
- Bloomsday Run
- Southwest Washington Fair
- U of O Public Safety Dept.
- North Idaho Fair Association
- Loggers Jubilee
- Nike
- Washougal National Motocross
- OSAA Sports
- Salem RV Show
- String Cheese Incident
- Washington County Fair
- Schuler Performing Arts Center
- Cirque du Soleil
- Les Schwab Amphitheater
- Edgefield Amphitheater
- Portland Blues Festival
- Horning's Hideout
- Central Washington University
- Portland Pride
- Montana State University Police
- Northern International Livestock Expo
- Community Colleges of Spokane
- Food Service of America
- Center Plate
- Willamalane Parks & Recreation
- Oregon Beverage Service
- Portland Expo
- White River Amphitheater
- ESPN
- Bite of Seattle
- Eugene 4th of July Festival
- Puyallup Oktoberfest
- Taste of Tacoma
- Central Catholic High School
- Portland Swap Meet
- Spokane City Hall
- 11 11 Productions
- Pacific University
- Oregon State Fair Events
- Portland Brewing Company
- Issaquah Chamber of Commerce
- MSU Conference Services
- Washington Assoc. of School Administrators
- Youth Symphony
- Lake Coeur d'Alene Cruises
- Fox Sports Network
- Hult Center for Performing Arts Events
- University of Oregon Cultural Forum
- Billings Depot
- Kesey Enterprises
- Northeast Washington Fair
- Spokane Fox Theater
- Valley River Inn
- Gem Faire

Major Annual Contracts

The following represents a summary of the major contracts CMS currently maintains as it relates to our CMS division. CMS manages the crowd services for a number of additional venues and events where multi-year contracts are not utilized. A list of our current clients can be located elsewhere in this presentation.

Live Nation

Primary Business: concert promotion/public assembly facilities

Services: crowd security, ushering, ticket taking, parking, traffic, and uniform security

Services Began: 1992 (1989 previous owners)

Current contract Award: 2017

Term: 6 years

Expires: December 2023

Contract Value: \$2,000,000 yearly

Contact Person: Danny Wilde, Live Nation
754 Silica Rd.
George, WA 98848
(509) 785-6262

Scope of Services: Provide crowd control personnel, parking/traffic directors, ushers, ticket takers, peer security, and foot patrol security as requested by Live Nation in connection with those attractions to be staffed at Gorge Amphitheatre, George, WA and the White River Amphitheatre in Auburn, Washington.

Facilities:

- Gorge Amphitheater – 25,000-capacity attendance
- Campground – 8,000-capacity attendance
- White River Amphitheater – 20,000-capacity attendance

MetraPark

Primary Business: fairgrounds/public assembly facility

Services: crowd security, traffic & parking, guest services, uniformed security, event cleaning

Services Began: July 2000

Current contract Award: February 2019

Term: 7 years

Expires: February 2026

Contract Value: \$500,000 yearly

Contact Person: Bill Dutcher, MetraPark
P.O. Box 2514
Billings, Montana 59103
(406) 256-2410

Scope of Services: Provide the MetraPark facilities crowd management, guest services, event cleaning, traffic, and parking services, on an event-by-event basis.

Facilities:

- Fairgrounds – 50,000-capacity attendance for outside events
- Grandstands/Racetrack – 6,067-capacity attendance, horse racing, and motorsports
- Montana Pavilion – 18,000 square foot multipurpose facility utilized for sports shows, trade shows, conventions, and livestock events
- Rimrock Auto Arena – 12,000-capacity attendance, utilized for concerts, sporting events, trade shows, conventions

State Fair Park | Yakima SunDome

Primary Business: fairgrounds/public assembly facility

Contract #: N/A

Services: crowd security, traffic & parking, guest services

Services Began: May 1992

Current contract Award: January 1, 2019

Term: 10 years with renewable options

Expires: N/A

Contract Value: \$350,000– \$450,000 yearly

Contact Person: Greg Stewart, CWSF
P.O. Box 1381
Yakima, Washington 98907
(509) 248-7160

Scope of Services: To provide the CWSF facilities crowd security, guest services, traffic services, and parking services on an event-by-event basis. CMS provides Peer Group Uniformed Security, Parking Attendants and Admission Control Attendance who hold the additional responsibility of handling money.

Facilities:

- Fairgrounds – 50,000-capacity attendance and utilized for fair activities
- SunDome – 8,000-capacity attendance utilized for concerts, sporting events, trade shows, conventions, family events
- Stadium – 8,000-capacity attendance and utilized for baseball and concerts
- Grandstands – 5,000-capacity attendance utilized for horse racing, rodeos, concerts, thrill shows
- Grandstands Infield: 20,000-capacity attendance and utilized for concerts, festivals

State Of Oregon – University of Oregon

Primary Business: educational institution

Contract #: 00-01-601

Services: crowd security service, guest services, parking and traffic

Services Began: 1982

Current contract award: July 2015

Term: 1 three-year term

Expires: June 2019

Contract Value: \$1,500,000

Contact Person: Vicki Strand, U of O Athletic Dept.
2727 Leo Harris Parkway
Eugene, Oregon 97401
(541) 346-5860

Scope of Services: Provide security and guest services personnel for University of Oregon Athletic events and activities at Autzen Stadium, Matthew Knight Arena, Hayward Field, as directed for assignments, including but not limited to gate/door captain, gate/door check, admission control, seating control, field, and bench security, locker room security, Sky Building, Stadium Club, and Press Box Security, monitor reserved parking/facility access and floor security. We also provide parking and traffic services.

Facilities:

- Autzen Stadium – 54,000-capacity attendance and utilized for sporting events and concerts
- Hayward Field – 10,500-capacity attendance and utilized for track and field competitions
- Matthew Knight Arena – 12,500-capacity attendance and utilized for basketball, concerts, and special events.

Alaska State Fair

Primary Business: state fairgrounds

Contract #: N/A

Services: crowd management, traffic and parking, beverage enforcement

Services Began: August 2001

Current contract Award: July 2017

Term: 5-year term

Expires: September 2023

Contract Value: \$550,000 yearly

Contact Person: Jerome Hertel
2075 Glenn Highway
Palmer, AK 99645
(907) 746-7162

Scope of Services: Provide CMS for the 12-day annual fair held in August and September for the purpose of enforcing fair rules and regulations, public safety, and guest services. Support year-round interim events. Provide overnight security and access control to prevent on-grounds theft and protect items maintained on the fairgrounds. Provide all traffic and parking services so as to affect the ingress, egress, and functional parking activities for the fair guests and participants.

Facilities:

- Fairgrounds – 60,000-capacity attendance and utilized for the annual state fair and yearly interim events



9. | Equipment and Uniforms

CMS maintains a large inventory of equipment at each of our five area offices. While each office maintains specific equipment in association with their contract needs, not all offices retain the same equipment. Therefore, in time of specific need, any office can borrow necessary equipment on a short-term basis. The following represents additional company-owned equipment available to this contract.

Equipment

453	Motorola Radio Communicators	2	20 x 20 Canopies
28	Motorola Radio Headsets	5	10 x 10 Canopies
30	Motorola Radio Speaker/Mics	1	20 x 60 Canopy
3	Motorola 16 Channel Base Radios	36	Hand Held Metal Detectors
2	Motorola Repeater Base Stations	120	"A" Style Barricades
26	Motorola Cellular Telephones	600	18" Traffic Cones
14	18-Watt Power Megaphones	200	28" Candle Cones
5	Digital Cameras	200	42" Candle Cones
160	Flashlights	250	Stanchions
5	Motorcycles	148	Traffic Directional Signs
6	Mountain Bikes	200	Wand Lights (Orange)
2	Club Cars	7	Generators
2	14" Set Up Trucks		

Uniforms

1,400	Security Shirts – Royal Blue	500	Sweater Vests (Green)
160	Beverage Monitor Team Shirts (Navy)	60	Admission Aprons (Royal Blue)
140	Beverage Monitor Jackets	360	Parking Shirts (Orange/Lime Green)
1,200	Security Jackets (Royal Blue)	144	Parking Vests (Orange)
144	Security Supervisor Shirts	224	Parking Jackets (Orange/Lime Green)
96	Security Supervisor Jackets	72	Parking Aprons (Orange)
500	Ties	124	Parking Raingear (Lime Green)

Radio System

Radio communications play a valuable role in the process of managing crowds. Whether the event centers around a small musical audience, or an outdoor activity drawing thousands of guests, an advanced communication system will provide an important link between event promoters, local police, medical teams, and back-up response.

While a professional radio system can make the difference between life and death in medical situations, it can also reduce the risks, protect liabilities, and even reduce manpower costs. It all depends on the type of system utilized.

For years CMS has maintained a large inventory of Motorola radio communicators capable of sixteen - channel operations on privately assigned frequencies. We also utilized a portable repeater base station capable of ten-mile communication as a Dispatch Center. It was a system well advanced of all agencies claiming the ability to manage crowds.

Today our system is far advanced of all systems. Currently, we maintain an inventory of 453 Motorola radios all of which are capable of operating up to seven licensed channels. Aside from two portable repeaters we also maintain a 100-watt repeater capable of communicating over a 30-mile radius.

Uniform Appearance



CMS will provide the style and color of uniform appearance desired. Our uniform appearance and color serve as our trademark throughout the greater Northwest. Should you desire to have another style, form, or color of uniform, we will gladly accommodate.

We are very particular about the uniform appearance in each and every division and department of our corporation. A uniform presents the image of both our staff and the facility itself. An inexpensive or poorly designed uniform will present a substandard or unprofessional appearance. Likewise, a well-designed and classy uniform will present a highly professional appearance thereby enhancing the image of the facility.

Peer Group Crowd Management



Our proposed uniform consists of our new royal blue and white polo style pullover shirt with black pants, black belt, and black or white shoes. The jacket is royal blue and black.

Uniformed Security | Progard



Our Uniformed Security / Progard team uniform consists of our “police style” uniform with steel grey or blue shirt, black pants and contrasting trim. Each uniform has a Tuffy topper type heavy jacket or a lighter weight utility jacket

Traffic and Parking Teams



Due to the changing weather conditions, we supply a variety of uniforms for our parking staff. In warm and dry conditions, our staff will be assigned a three button-down collar shirt, lime green with black lettering in color and clearly marked as “Parking” on the back. In cooler weather conditions, we will supply a yellow rain jacket clearly marked as “Parking” on the back.

Beverage Enforcement



Our beverage enforcement and alcohol monitor team’s uniform consists of a royal blue polo style pullover shirt with white lettering. They wear black pants, black belt, and black shoes. Navy blue hats are assigned at specific venues or events. The jacket consists of a navy blue sports style jacket with bold gold lettering.

10. | Additional Exhibits

Insurance Coverage

Liability Insurance

CMS currently maintains a Commercial General Liability including Personal & Advertising Injury Liability Coverage in the amount of one million per occurrence and two million aggregate. In addition, CMS has a Catastrophe Liability (umbrella) policy in the event losses are greater than one million per occurrence and two million aggregate. Due to the nature of our job-related functions, we have found this amount to far exceed the limits necessary.

Because of our advanced training programs, selection of personnel, supervision, and experience with crowd management we feel confident our insurance program is more than adequate.

Automobile Insurance

CMS maintains a Commercial Automobile Liability Insurance policy in the amount of one million dollars for our vehicles and employees employed to drive vehicles. This is a combined single limit for bodily injury and property damage. The Catastrophe Liability policy mentioned above does go over Automobile Liability.

Workers Compensation Insurance

Our entire staff is covered for Workers Compensation through Washington State Labor and Industry and the Employers Liability Insurance through Hiscox-Pro Insurance Company.

Employee Dishonesty

CMS maintains a \$100,000 Employee Dishonesty policy in addition to a \$25,000 Money and Securities Limit for all employees who are assigned cash management responsibilities for clients and/or venues.

CMS will provide proof of insurance coverage and policy information upon award of contract. Please feel free to request documentation or specific information should you require additional details.

Agent

Kyle Hudson
KPD Insurance
1111 Gateway Loop
P.O. Box 784
Springfield, Oregon 97477
(541) 741-0550

Accounting Procedures

CMS has a centralized structure relating to all administrative and record keeping functions. Included in these functions are data processing, accounting, finance, employee services, payroll, and support services.

All accounting and record keeping is handled online and controlled through our corporate headquarters. All records and archives are maintained in Portland as well. Our policy is to rotate records to archive status after two years. All records relating to the most recent two-year period are maintained in our current office files.

Scheduling, Time Tracking, and Payroll Accounting

All staff members are set up on our computer payroll system and assigned an employee identification number. Withholding and other pertinent payroll information are obtained from the completed application, W-4 Withholding Allowance Certificate, and I-9 Employment Eligibility Verification form. We utilize the latest version of Sage Timberline payroll software to process and maintain all payroll transactions. This software program automatically calculates all applicable federal, state, and local tax withholdings and employer liabilities.

When crews are requested at the various events, staff members are scheduled by our operations division and reviewed for proper staffing levels and personnel placement. Our original Starlink scheduling software automatically alphabetizes and places the names of those assigned on a computer-generated sign-in sheet. These sign-in sheets are then forwarded to the check-in locations at each event.

When staff members arrive at an event, they must sign in next to their name. When signing in, their start time or check-in time is recorded. Any equipment assigned out is recorded under the appropriate column. Each employee is assigned a numbered uniform. All information is maintained as part of our records in the event we need to identify staff members who may have been a witness to some form of activity. At the conclusion of the shift or event, all equipment is checked in and staff check-out time is recorded.

Once a sign-in sheet has been completed, it is turned over to the operations manager. He/she reviews the document to assure that it is properly completed with individual hours totaled. Once the manager has approved the sign-in sheet, the manager then submits the approved document with initials of approval to the scheduling department. When the scheduling department receives the completed sign-in sheet, they first scan the document to assure that it has been approved and initialed. They then review the documents to double-check for accuracy and completeness.

The scheduling department then enters the total hours per staff member according to his or her employee number. This is done individually by project, creating a computer record of which staff members were at each site. An event summary report is generated and used as a crosscheck against the sign-in sheet(s). The event is then reconciled and closed in the system.

An invoice is then generated and submitted to the customer with a copy going to the accounting department. A detailed invoice is submitted to the customer on a daily or weekly basis, according to customer preference.

Every two weeks, all events during the period are reconciled. A summary report is generated that displays hours and rates worked by each individual, cross-referenced by event.

When the payroll summary and information is approved, it is then electronically downloaded through Starlink to our Timberline software program located in our corporate office. The payroll department then performs an audit of the information to match against the summaries provided by the regional offices to verify hours and rates. Once the hours and rates have been verified, the payroll department electronically downloads the data via the Timberline software program for payroll processing.

The payroll checks are then issued through Timberline. Various labor and wage reports are also generated including a complete payroll register displaying the name, employee number, hours paid, rate, federal, state, local tax withholding, and employer liabilities for each staff member.

At present we maintain a policy of storing all records, printouts, quarterly summaries, canceled checks, and bank statements for a period of five years. This complies with state and federal requirements.

Invoicing and Accounts Receivable

We utilize the latest version of QuickBooks accounting software in our invoicing and accounts receivable system.

Generally, the payment terms of invoices are net 10 days unless otherwise specified by contract or negotiated with the customer. Our accounting department receives a copy of the invoice and enters the information into our sales and receivable system.

When payment is received the payment is recorded online for credit to the customer. The check is then recorded on a daily deposit slip listing the check number and event or events it pertains to and deposited at the bank. A copy of the deposit slip is then maintained in our records to cross-check payments made. An invoice statement is mailed to the customer for all past due accounts on a monthly basis.

All sales invoicing and accounts receivable records are maintained per policy as previously stated.

Starlink Ecosystem – CMS Side

CMS has built a custom web service to provide both employee-side and corporate-side information management.

The CMS-side interface integrates with our QuickBooks and Sage Timberline accounting and payroll software, streamline our scheduling, time-tracking, and accounting processes through one service.



11. | CMS 2015 References

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Appendix



EMPLOYMENT GUIDE

“CMS exists to make fun work and work fun”

MISSION STATEMENT

We provide exceptional Guest Services, to people of all ages to assure a safe and enjoyable experience at each event.

“Quality without Compromise”

Preface

This employee guide is intended to acquaint you with CMS (Company) guidelines for employment. Please refer to CMS policy and procedures manual for a full description of policies governing employment practices as this guide is a general reference.

CMS is responsible for the security, public safety, crowd management, and guest services at all venues and events we manage. This responsibility requires the efforts of dependable, efficient, trustworthy, and dedicated employees who are knowledgeable of the procedures to assure successful results. Lives, liabilities, and professional reputations are all a key topic to our industry.

This guide should not be construed as creating any kind of “employment contract.”

EQUAL EMPLOYMENT OPPORTUNITY

The company endeavors to provide an environment wherein human dignity prevails. CMS is committed to providing equal employment opportunities in all its employment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants and employees without regard to race, color, citizenship status, religion, national origin, sex (including pregnancy), disability, marital status, veteran, current or future military status, sexual orientation, gender identity, genetic information, age or any other protected status in accordance with the requirements of all federal, state and local laws. The Company will make reasonable accommodation for religious beliefs and for qualified individuals with known disabilities unless doing so would create an undue hardship on the Company.

STATEMENT OF AT-WILL EMPLOYMENT STATUS

Employment at Starplex Corporation CMS is on an “at-will” basis and is for no definite period and may, regardless of the date or method of payment of wages or salary, be terminated at any time with or without cause and with or without notice for any legal purpose. No manager, supervisor or employee of the company has the authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the CEO or Sr. Vice President of CMS has the authority to agree to or enter into employment for a specific length of time, or that is contrary to at-will employment, and any such agreement must be in writing and signed by the CEO or Sr. Vice President. Equally, employees are free to terminate their employment at any time for any reason.

In addition to the above statement — Montana employees please note that any employment with CMS is “at-will”, meaning that either CMS or I can end the employment relationship at any time, with or without notice, for any lawful reason within the first six (6) months of employment.”

In addition to the above statement — Alaska employees please note that any employment with CMS is “at will” meaning that either CMS or I can end the employment relationship at any time, with or without notice, for any lawful reason at any time. If CMS ends the employment relationship, a cause for this termination will be given to the employee.

SERVICE PHILOSOPHY

Thorough planning, training, sincere effort, and skillful execution of services are the reasons we are the most successful guest services provider in the Pacific Northwest. We refer to our employees as ambassadors because they are representatives of the event or venue, delivering messages to and from the attendees. Our service philosophy is built upon the following core beliefs:

We exist to protect the fun. Prevention is the most valuable service we provide.

Each guest views our staff as a representative of the facility or event. Therefore, we are a direct reflection on the image of the facility, and each ambassador becomes a host or ambassador for the venue. We believe that the client's reputation and success are affected by the performance of each member of our staff.

While we always see ourselves first and foremost as hosts, we are always at the ready to protect public safety and enforce all regulations and policies. It is our responsibility to make every effort to assure that each guest leaves the event or facility with the satisfaction of experiencing an enjoyable time in a safe surrounding.

Successful crowd management and guest services programs combine the right personalities with appropriate procedures to yield successful guest interactions at every event and every venue.

CMS acts on these beliefs through continuous retention of experienced and highly trained staff and management, developing new and innovative programs to exceed client expectations, constant evaluation of the guests' experiences, and acknowledging and rewarding outstanding Guest Services.

MAKING THE WORK FUN AND FUN WORK

We value our employee's professionalism, dedication to public safety and their enjoyment of taking pride in their work while performing their job(s). We promote from within, encouraging all of our employees to feel like they are a part of CMS's success. We emphasize that each employee is not just hired hands for the event; they are a part of each and every event's success, making them not only a part of the team but also a part of the final result.

We promote fun and being a part of a family organization. We want each ambassador to feel important, appreciated, and recognized for their consistent dedication and hard work.

EMPLOYMENT STATUS

CMS classifies employees as follows:

Regular Full time: Employment in an established position requiring 30 hours or more of work per week.

Regular Part-time: Employment requiring less than 40 hours of work per week. Normally a part-time schedule, such as portions of days or weeks. Occasional workweeks of over 40 hours will not constitute a change in status.

Seasonal: Employment in a job established for a specific purpose, a specific period, or for the duration of a specific project or group of assignments.

Additionally, all employees are defined as either:

Exempt: Employees who are employed in position who are *not* covered by the FLSA federal or state minimum wage and maximum hours laws;

Non-Exempt: Employees who are in positions who are covered by the FLSA federal or state minimum wage and maximum hour law.

ATTENDANCE AND CALL-IN PROCEDURE

To help maintain a steady and reliable workforce, punctuality and regular attendance are essential functions of each employee. Any tardiness or absence causes problems for fellow employees and supervisors. When an employee is absent, others must perform his or her work. Dependable attendance is a condition of employment and is an important part of individual and collective performance.

Employees will be scheduled for their shifts by CMS. Employees may not trade shifts or workdays without prior authorization from their regional office. Due to the nature of our business, an employee's work schedule will vary from event to event. Staff schedules depend on the changing needs of CMS and its' clients.

Employees must contact his or her designated Crew Line number and/or regional manager a minimum of 24 hours prior to the work shift if they are unable to report to work. An employee who is scheduled to work, but is unable to report to work for reasons that are unavoidable, must call as soon as possible. If it is an emergency you are to call or have someone call for you. If no one is available leave a detailed voice mail message.

Employees who leave his or her position or do not return will have voluntarily terminated their employment. Employees who do not give advance notice of canceling multiple day shifts will result in disciplinary action.

See CMS's policy and procedures manual for detailed information on State and Federal laws governing Leave of Absences.

Employees not working and not holding a personal ticket for an event must not be on the venue property this is to include all buildings, parking lots, outside areas and landscaping unless conducting Company business or with prior permission from the Sr. VP, VP, Director or Operations. Such employees must abide by the visitor policy.

SCHEDULING

Scheduling for a shift or for multiple shifts is the most important job responsibility associated with each position. Without staff we have no event, we provide no services, we have no fun.

Scheduling procedures differ in each region, but basic procedures remain the same. Some regions schedule staff on a particular day(s) of the week for the following month and some regions schedule on a weekly basis. Some regions schedule through a Facebook account and/or email addresses.

Basic scheduling procedures is to contact your regional Crew Line and let the Scheduler know when you are available. If leaving a message, remember to leave a clear voice mail message with your full name and phone number.

On return calls prepare to obtain the following information:

Event (What type—In-doors or Out-doors)

Location (Is the venue on public transportation)

Dress Code (Hot, cold, dress shirt, hat, etc.)

Check-in Area (This is tricky as it can be hard to find)

Call Time (When you will actually be on the clock)

Parking or bus route (Is there a cost and when does the last bus run)

ONCE YOU COMMIT – BE THERE

Remember, you set your own schedule. Accept only the shifts you know you can work. Be courteous to your fellow co-workers. If you no-show/cancel to close to call time for an event you can be taken off additional scheduled shifts.

REPORTING TO WORK

Know this information before reporting to work, ask your scheduler if needed.

Transportation—Own/public/carpooling (must obtain transportation)

Travel time is not paid time

Parking—know if it's free or if you have to pay to park

Arrive a minimum of 15 minutes early to check in, be punctual

If able walk around the venue to familiarize yourself with the exits, water stations, toilets, emergency first aid areas and also the beer stations.

CHECKING IN AT EVENTS

Arrive at the check in location, which is different at each venue and/or event.

Sign-In Procedures (Sign-in sheet is provided by management)

Sign Name on the provided sign-in sheet

Uniform issued—Write down the number located on the front of the shirt

Equipment issued—Write down number if available

Ask when the call time is? (Arrival time is not start time)

Responsible for custody and care of items given to you

Briefings—Take notes

Ask when the call time is for your position so that you can write it down for your notes. Call times differ at each event for each day. It is important that you clarify this at each check in, if it's a multiple day event.

Supervisor will give a crew briefing. Information will be given concerning the event, so make sure you have a note pad, pen and flashlight. Individual supervisors will call their specific crews and you will receive additional briefing information from them for the position you are being placed, such as ticket taking, inspections, roving etc.

CHECKING OUT FROM WORK AT AN EVENT

Employee's will be notified by his or her supervisor as to when to check out. Each event can end at a time different than scheduled. Some of the venues and properties, we work are large and it can take some time to walk back to the base area to check out. If you have been told a specific check out time, that time will be documented as the end of your shift.

Staff are to return company provided uniform attire and equipment at the time of check out. You must acknowledge the return of these items with the staff person checking you out. Do not take anything home with you. A CMS representative will sign you out.

WORKWEEK, PAY PERIOD & PAY DAYS

For the calculation of overtime, (payroll and accounting purposes) the workweek is established by each region.

Oregon and Washington's workweek begins at 12:00 am on Sunday and ends at 12:00 am on Saturday;

Montana workweek begins at 12:00 am on Wednesday and ends at 12:00 am on Tuesday;

Oregon's pay date is the 7th of each month for all hours worked the month prior;

Washington's pay date is the 15th of each month for all hours worked the month prior;

Montana and Idaho's payday is the 10th of each month for all hours worked the month prior;

CMS will compensate positions at least the minimum wage as established by either state or federal laws.

If a paycheck is lost or stolen, notify management immediately. A minimum waiting period of 30 days must be met prior to reissuing another check. Stop payment costs are the responsibility of the employee. Checks are mailed to the employees residents unless other arrangements are made with management. Please ensure that your mailing address is up to date as returned checks will be held until notified.

BREAK AND MEAL PERIODS

CMS abides by the laws governing breaks and meal periods. Employees are given meal periods of 30 minutes who work 6 or more hours (5 or more in Washington) in one work period. Additional meal periods are given if the schedule shift is 14 hours or more.

Due to event/venue circumstances staff may not be given the opportunity to take a meal break away from his/her work area when working a shift. If this occurs staff will be compensated for time worked. Breaks are given though out each work shift of 4 hours or more.

You will be relieved of your position during an event to take a break.

You should take your break in the assigned CMS break area.

While in uniform, even on a break you cannot consume food or beverages or buy merchandise when out in the public's view.

You cannot smoke in your uniform and must only smoke in the venue designated areas.

In general you will be given a 10-15 minute breaks. This break starts from the time you are relieved at your location until you return.

Please make sure you watch your actual time, it may affect whether other employees receive their breaks.

When you are working longer shifts more breaks will be given and when possible a meal break will occur.

CMS does not provide snacks or food, you must bring items with you at each event

APPEARANCE POLICY

CMS requires all employees to take pride in his/her appearance while on the job. We maintain a professional appearance in our clothing and outlook. How you look is a direct reflection on CMS and our clients.

Employees are to wear CMS selected shirts, coats, hats or other items as designated by the supervisor or manager.

Staff is responsible for his/her appearance and hygiene and must be odor free, neat, clean, free from stains, no tears or ripped items are permitted.

Employees are required to wear basic black pants, no skinny jeans or very tight pants, spandex or faded black denim, no pants with cargo pockets or excessive pocket located on the legs. Safety shoes with rubber soles should be worn. No open toed or open back shoes, sandals, or steel toed boots.

Clothing worn must not have any logos, insignias or advertisements, unless it is a CMS garment. Hats may be worn if working outdoors and are basic black, white or blue with no logo's or insignias except CMS.

Employees will not wear excessive earrings, facial or other jewelry in any visible body part except the ears. Tattoos should be concealed under clothing and not visible to the public, unless authorized by the regional manager. Hair must be neat clean and tied back and/or covered if necessary. Facial hair must be neat clean and kept to a minimum.

This is a brief statement, see full policy for more information

COMMUNICATIONS POLICY

Cell phones are not to be used while working. Selected staff may use his/her cell phone as a communication device during the course of employment, but only as directed by the event supervisor or manager. Staff working events are not to utilize his/her cell phone during working hours, except on breaks or meal periods and not in view of the public. This includes, talking on the phone, taking pictures or videos. It is against this policy to utilize your cell phone as a social media posting during your work shift. Cell phones are to be kept in a safe place as CMS is not responsible for lost, stolen or damaged personal cell phones or electronic equipment.

Selected employees are given the opportunity to utilize a two way radio during his/or her work shift. Employees who are trusted with a radio must abide by the rules set forth in the policy. Employees are to safeguard equipment and communication tools at all times. Radios are to be worn on a strong black belt located around an employee's waist and are to be kept locked (snapped) at all times when not being held in hand. Employees are to use the radio for only work related business, communicate in a professional manner, no use of profanity or inappropriate language and kept on the channel designated by the event supervisor. Employees are not to change radio channel or listen to other communication stations when not authorized by the event supervisor or designee. Employees are not to listen to radio conversations that have been designated as confidential unless authorized to do so. No employee utilizing a radio will release any confidential information, without prior authorization from the event supervisor. Failure to adhere to the policy can be grounds for disciplinary action to include termination of employment.

CRIMINAL HISTORY VERIFICATION

All offers of employment are conditional on receipt of a background check report that is acceptable to CMS. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws.

Reports are kept confidential and are only viewed by the Corporate HR Manager, Director of Operations and/or the Sr. Vice President. Additional checks such as a driving record or credit report may be completed if appropriate and job related with prior authorization from the applicant or employee.

CMS also reserves the right to conduct a background check for current employees to determine eligibility for licensing, promotion, transfer, and reassignment and/or for cause as stated in the Arrest and Conviction Policy.

ARREST and/or CONVICTIONS

If an employee is arrested for any charge other than a minor traffic citation, the arrest must report to his/her regional office or the Director of Operations within 24 hours of the arrest. If the employee is incarcerated and unable to contact the Director of Operations directly, other means of notification (staff or family) will be acceptable as long as it meets the designated time frame. Failure to do so may and/or will result in termination of employment.

CMS will place the employee on suspension while an investigation is made as to the nature and working relation of the incident. Upon completion of the investigation, CMS may terminate employment, continue the suspension or reassign the employee to other duties pending the outcome of the criminal charges.

WEAPONS

CMS prohibits employees, from possessing or storing any weapons, firearms, or ammunition on or at any CMS property or venue and its surrounding property. Weapons may consist of all firearms, ammunition or explosives of any kind, knives (swords, hunting knives, pen knives, bows and arrows), mace, pepper spray and/or any other item that the CMS deems to be a weapon.

LEAVE AWAY FROM WORK

CMS provides time away from work for applicable leave laws. This is to include, but not limited to FMLA, OFLA, Workers' Compensation, Jury Duty, Military, Domestic Violence, Bereavement, and Sick Time. (Please refer to the policy on associated leaves of absence and definition of family member)

Oregon employees are granted sick time at 1 hour for every 30 hours of actual work time.

Washington employees are granted 1 hour of sick time for every 40 hours actual work time.

Employees can only accrue up to a maximum of 40 hours in any calendar year. Employees are able to utilize his/her paid sick time hours in minimum increments of one hour after completing a 120 hours of service, not to include the accrual month.

Employees must be scheduled to work prior to requesting time off and will receive his/her base rate of pay. Employees are able to utilize the sick time hours for reasons stated by law and runs concurrent with other leaves available. Employees must speak directly to the regional manager to obtain useable hours. Any employee absent for 3 consecutive days may be requested to show medical verification.

Any remaining hours at the end of the year will be rolled over into the next calendar year, not to exceed a maximum of 40 hours in a calendar year. Sick time is not paid out at the end of the year or utilized in conjunction of overtime. Notification of sick time hours will be displayed on his/her payroll check.

WORKERS' COMPENSATION

State law provides for benefit entitlements in the event you suffer an industrial injury or occupational illness connected with employment. In the event of an industrial injury or occupational illness of any kind, it is essential that you report it immediately, complete an incident/injury report form and follow CMS reporting procedures.

CMS has and administered a Return-To-Work program. We are a Zero Accident Culture Company and will not tolerate horse-playing or purpose safety violations.

CMS actively polices all claims suspected to be fraudulent. Abuse of the Workers' Compensation system can cause a severe negative economic effect to this Company and, in turn, your co-workers. We will pursue all available legal action against any employee found to have engaged in fraudulent conduct. Filing a false or fraudulent claim is also a violation of Company policy, and will result in disciplinary action, up to and including immediate termination.

Special Note: Employee's with pre-existing conditions that would hinder them from performing the functions of his/her position must communicate this with their manager prior to being placed in a position at any event.

OFF DUTY CONDUCT AT OVER NIGHT EVENTS

CMS wants its employees to enjoy the opportunity to work away from home. In most cases enjoy the scenery, take in some fresh air, if outdoors and have fun while relaxing.

Employees may occasionally be required to spend one or more nights at an event site in order to be available for their shift at the event on a timely basis. At all times while the employee is off duty at an event site, he/she is expected to comply with all applicable company policies (e.g., Anti-Harassment and Bullying; Employee Conduct; Use of Drugs and Alcohol) on designated CMS event property. Employees are to abide by all rules and regulations set by the facility or venue and as directed by CMS management concerning the consumption of alcohol. Employees must be fit for duty when his/her shift starts. Additionally, employees are prohibited from engaging in any conduct or behavior while off duty at an event site that may damage the reputation or goodwill of CMS and/or the client.

It is important to remember that this policy extends to all locations on the event site including, but not limited to, camping sites, hotels, bus/van, and motor vehicles.

Employees are strictly prohibited from wearing any part of their CMS uniform (including hats, shirts, jackets or any other item with the company logo or insignia) while off duty or otherwise when not performing his/her duties after the employee has signed out following the end of a shift.

Failure to comply with any portion of this policy may result in disciplinary action up to and including termination of employment.

SMOKING POLICY

CMS employees this includes, Managers, Supervisors, Crew Leaders and all positions within the Ambassador classification, are only permitted to smoke tobacco, tobacco products, electric and/or vapor e-cigarettes during his/her breaks or meal periods and in the designated areas stated by the venue and/or the governing laws.

Employees are not to smoke tobacco, tobacco products, electric and/or vapor e-cigarettes at his/her designated work area or in public view wearing any CMS uniform. All smoking items must be placed in safe receptacles.

Prior to returning to work and following the use of any tobacco product, including cigarettes, the employees must (a) remove any coat (CMS Uniform) or outer garment worn when smoking cigarettes; (b) use breath freshening mints, gum or mouthwash; and (c) thoroughly wash their hands with water and soap.

Employees who do not follow these rules are subject to being sent home to change clothes and/or to use mouthwash without pay and/or transferred to another position that involves less or no customer/patron contact and that such transfer may result in a lower rate of pay.

EMPLOYEE PURCHASES AND PAYROLL DEDUCTIONS

CMS does not make improper deductions from employee's payroll checks and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Deductions may include state and federal taxes in addition to legal garnishments, levies and child support.

Employees are given the opportunity to have items deducted from his or her payroll for personal private benefit. These deductions will be in addition to the standard deductions as required by law. Employee may purchase meals from the Crew Food kitchen (if available) or personal items from the Company Store such as hats, flash lights, head phones, ear-pieces for radios, or other items available, which are not job related and/or are not required to perform the job, but requested by the employee.

These deductions must be voluntary, in writing and authorized by the employee and manager prior to processing. CMS also offers the availability to have certain licensures payroll deducted at the employees request, such as OLCC, DPSST, Flagger or WA Security Licenses etc.

CODE OF CONDUCT ETHICS POLICY

Actions or behaviors that could damage the reputation or goodwill of CMS including, **but not limited to**, unauthorized use of client's or vendor's property, equipment or supplies; untruthful comments or statements about clients, guests or promoters; arrest and/or conviction for a crime involving the use of physical force, domestic violence, financial impropriety, fraud, or violations of state or federal drug and alcohol laws; unprofessional or inappropriately aggressive attitude towards guests, clients, co-workers, promoters or members of the general public to include profanity.

To insure awareness of the Company's expectations regarding employee conduct, the list below provides some examples of behavior that is considered inappropriate. This list is not all-inclusive and there may be other circumstances for which employees may be disciplined.

- Not showing up or tardy for your shift and/or assignment for which you were scheduled.
- Leaving your assigned position and/or taking excessive breaks and unauthorized breaks during work shift.
- Job abandonment, leaving position without proper notification and replacement coverage.
- Misusing equipment and/or willful destruction of property such as hand radios, earpieces, flashlights etc.
- Unauthorized entry to secured areas or violation of security policies.
- Disregard and/or violation of safety standards which might endanger the well-being of an employees, guests, patrons, or anyone else in our workforce and/or failure to perform job functions in a safe manner.
- Smoking in unauthorized areas as set by the venue, the law and/or CMS. Smoking, using electronic/vapor cigarettes, chewing of tobacco, or using snuff on duty except during scheduled breaks and/or taking excessive smoke breaks.
- Wearing a CMS uniform while smoking and/or distributing tobacco in any form to minors.
- Gambling in any form while on duty.
- The carrying of any weapon, mace, or restraining device without authorization.
- Involvement in, or conviction of, any criminal activities or incarceration while off duty from CMS which may potentially effect CMS.
- Solicitation of any items, or attempts to solicit while on duty which also includes but is not limited to drugs and alcohol, client/event items for purchase or not, bootleg event items, food and non-alcoholic beverage.
- Solicitation of personal items for gain and/or the acceptance of any gifts or gratuities without management approval.
- Unprofessional conduct including a negative communication and/or bad attitude.
- Failure or refusal to perform the normal and reasonable duties and responsibilities of the position.
- Using your position or identification to gain free entrance for yourself, or any party, into an event.
- Using this position to recruit personal acquaintances or social dates with guests/patrons. Using your position for any personal gain other than wages earned.
- Taking photos or videos of clients, vendors, staff, patrons or performers while on duty wearing a CMS uniform at any event. (Except when designated by management)
- Unnecessary or unreasonable force in the handling of a situation and/or unnecessary provocation of an incident.
- Unauthorized, inappropriate or unprofessional interaction or participation with guest or clients at an event.
- Proven theft, forgery or falsification of records or reports and/or deliberate or gross negligence of any kind.
- Violations of any cash management procedures associated with CMS, its clients, agents, or associates.
- Inappropriate communication and/or inaccurate, or false communications or rumors concerning CMS, its agents, employees, clients, or associates.
- Divulging confidential information pertaining to work related issues to include but not limited to financial, trade secrets or information designated as confidential.
- Communicating with any member of the news media regarding CMS or its' clients activities or matters and/or contacting CMS clients in relations to business activities without prior authorization from management.
- Sleeping while on duty and during shift.
- Solicitation of sexual favors from staff, managers, clients, and/or public.
- Participating in consensual sexual relation during work time, this is to include breaks and meal periods.
- Insubordination and refusal to disclose information, fail to respond to a court action and/or follow the directions of a management official.

ANTI HARASSMENT

CMS prohibits harassment and/or bullying in the workplace. For the purpose of this policy workplace shall be considered overnight camp sites, hotels, motor vehicles and such while off duty on company business. No employee should be subject to unwelcome visual, verbal or physical conduct that is illegal in nature, including, but not limited to conduct that is derogatory of an employee's gender, gender identity, race, age, disability, religion, national origin, sexual orientation, veteran status, marital status, injured worker status, pregnancy or current or future military status or any other category protected by law. Harassment refers to behavior that is not welcome, that is personally offensive and substantially interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

CMS has a policy of zero tolerance and will actively enforce our policy against harassment/bullying. The policy applies to all conduct by any supervisor, manager, co-worker, subordinate, vendor, client or customer that affects an employee's work environment. CMS considers a violation of this policy a serious offense that will lead to disciplinary action, including termination.

SEXUAL HARASSMENT

Sexual harassment is prohibited by law and this policy. It can differ from other types of harassment, may include:

- ~ Unwelcome verbal or physical conduct of a sexual nature when:
- ~ Submission to the conduct is made either an explicit or implicit condition of employment; or
- ~ Submission to or rejection of the conduct is used as the basis for making employment decisions; or
- ~ The conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment; or
- ~ The conduct denigrates or shows hostility toward a person because of his or her gender when the conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment.

BULLYING

CMS prohibits employees from "bullying" one another, or engaging in any conduct that is disrespectful or creates a hostile work environment. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees), which is intended to intimidate and creates a risk to the health and safety of the employee(s). Examples of bullying may include:

- ~ Being treated differently than the rest of your work group;
- ~ Being sworn at, being shouted at or being humiliated;
- ~ Exclusion or social isolation; and being the target of practical jokes

GENERAL HARASSMENT, BULLYING /SEXUAL HARASSMENT COMPLAINT PROCEDURE

Any employee who feels he or she has been subjected to illegal harassment, bullying or sexual harassment by anyone should promptly take the following steps:

- ~ It is encouraged but not required to tell the person promptly that the conduct is unwelcome and ask the person to stop the conduct. Anyone who receives such a request must immediately comply with it and must not retaliate against the employee.
- ~ If the harassment continues or if you don't feel comfortable confronting the harassing person, report the matter to your immediate Supervisor, Manager, Director, Vice President or Human Resources.

INVESTIGATION/RETALIATION/DISCIPLINE

All complaints will be investigated promptly. Employees must cooperate fully with any investigation. After completion of this investigation, management will make a determination. If warranted, disciplinary action, up to and including termination will be imposed. It is contrary to CMS policy for a supervisor or any other employee to retaliate against any employee who files a charge of harassment or assists in the investigation of charges. Please report any retaliatory conduct immediately, employees found to have engaged in such conduct is subject to discipline, including termination.

In the event a complaint of harassment is found to be totally and completely without basis, appropriate disciplinary measures may be taken against the employee who brought the complaint. While this is in no way intended to discourage any employee who believes he/she has been the victim of harassment from bringing a complaint, CMS recognizes that a charge of harassment can cause serious damage to the reputation and personal character of the accused and CMS.

Any complaint and information obtained during an investigation is kept as confidential as possible, considering all the circumstances. Absolute confidentiality cannot be promised. If an employee needs additional information concerning this or any policy they may contact the Corporate Human Resources Manager directly.

DRUG AND ALCOHOL POLICY

Reasonable Suspicion/Post-Accident Drug and Alcohol Testing Policy

CMS has always had a strong commitment to provide a safe work place for its employees and to establish programs promoting high standards of employee health. Consistent with that commitment, CMS has instituted this Drug and Alcohol policy to establish and maintain a safe and productive work environment for all employees. Every employee is provided a copy of this policy. Compliance is required. The following policy applies to all employees of CMS at each location and venue. For the purpose of this policy work time includes breaks and meal periods.

Medical and Recreational Use of Marijuana

Employees who use marijuana for medical and/or recreational use (to the extent such use is legal under the laws of the state in which the employee works) are advised that such use does NOT excuse the employee's compliance with this policy, CMS is not legally obligated to accommodate an employee's use of medical and/or recreational marijuana.

A. Prohibited Conduct.

All employees are strictly prohibited from reporting for work under the influence of alcohol, legal or illegal drugs as stated by federal law, and from using, possessing, manufacturing, selling or distributing illegal drugs or drug paraphernalia while on duty, while representing CMS (including while on a client's premises both during working time and break and meal times); and while on CMS premises (including desk, locker, company vehicle or other repository).

It also is a violation of this policy to refuse to consent to any drug and/or alcohol test requested by CMS. It is the sole discretion of the CMS to administer testing through outside medical clinics, hospitals, insurance facilities, or onsite locations, such as breathalyzer test. (See discussion below of "Testing").

The only exception to the above policy concerning alcohol is as follows: There may be occasional social functions or meetings sanctioned or sponsored by CMS where alcohol is served. In these situations, employees of legal age are permitted to consume alcohol. However, such consumption will be limited and, at all times when consuming alcohol, employees are expected to use good judgment and discretion and to understand that it is never an employment-related obligation to consume alcohol. Employees also should understand that permissible consumption of alcohol does not excuse violations of Starplex policies, and that unacceptable behavior in connection with permissible consumption of alcohol will not be tolerated and may result in discipline, up to and including termination.

Employees who are taking prescription or over-the-counter drugs should determine from their physician or pharmacist whether such drugs may impair the employee's ability to perform his/her job safely and effectively. If the employee's performance may be impaired by the use of prescription or over-the-counter drugs, the employee should advise his/her supervisor of such drugs so that the supervisor can consider whether any reasonable accommodation may be available to permit the employee to safely and effectively perform his/her job duties.

B. Types of Drug/Alcohol Testing.

For the safety of our employees, our clients and members of the public, CMS reserves the right to test for drugs and/or alcohol in the following circumstances:

1. Reasonable Suspicion Testing.

CMS reserves the right to test its employees for drugs and/or alcohol when a supervisor and/or manager has reasonable suspicion of drug and/or alcohol use. Reasonable suspicion testing generally is based on any one or more of the following signs and symptoms of drug or alcohol use:

- ~ Observable symptoms of the use of or being under the influence of alcohol or drugs;
- ~ Odor/smell of alcohol or drugs on the employee, or in an area (such as in a vehicle, work area or restroom) immediately controlled or occupied by the employee;
- ~ Alcohol, alcohol containers, illegal drugs or drug paraphernalia in the employee's possession or in an area (such as in a vehicle, office, work area, desk or restroom) immediately controlled or occupied by the employee;
- ~ Unexplained significant deterioration in the job performance;
- ~ Unexplained significant changes in behavior (e.g. abusive behavior, repeated disregard of safety rules or procedures, insubordination, etc.)
- ~ Credible and accurate reports of alcohol and/or drug use.
- ~ These are only examples of behavior and occurrences that may result in testing based on reasonable suspicion, and any determination that testing is appropriate under the particular circumstances is within the sole discretion and judgment of CMS.

Post-Accident Testing.

For purposes of this policy, the definition of "accident" includes a fatality, personal injury that requires professional first aid or medical treatment, or damage to property. Testing shall occur if objectively reasonable suspicion occurs and within 24 to 48 hours of the accident or incident. An employee must remain available for testing, if an employee is not readily available for testing may be considered to have refused to be tested. If an employee refuses or unreasonably or unnecessarily delays a drug test, he/she will be subject to disciplinary action, up to and including termination.

C. Policies and Procedures Applicable To All Types of Testing.

Positive test result. An employee who tests positive for drugs and/or alcohol will be immediately discharged from employment. In the sole discretion and judgment of CMS, however, an employee who tests positive may instead be allowed to continue his/her employment and enter into a "Last Chance Agreement" including necessary professional assessment, counseling and/or treatment for any substance abuse problem (as determined by a professional substance abuse counselor). The decision as to whether an employee will be given a "last chance" to retain his/her employment with CMS after testing positive will be made on a case-by-case basis in the sole discretion of CMS, and continued employment is not guaranteed. The cost associated in this program is the sole responsibility of the employee.

Refusal to Consent to Test:

Refusal to consent to a drug and/or alcohol test is a violation of this policy will result in immediate discharge. The following is considered refusal to consent.

- ~ Diluted or Tampered Specimen. Evidence that an employee attempted to dilute or tamper with his/her urine or blood specimen.
- ~ Insufficient Breath for Breathalyzer Test. Evidence that an employee attempted to avoid providing sufficient breath to conduct a breathalyzer test.
- ~ Obstructing or Delaying Testing. Engaging in conduct that unnecessarily or unreasonably obstructs or delays the testing process, including but not limited to, (a) failure to sign the chain of custody form; (b) failure to report to the collection site within the time provided; (c) failure to cooperate with transportation assistance to and from the collection site; or (d) failure to remain readily available for a post-accident testing.

Employment Status Pending Test Results:

An employee who is asked to consent to a drug and/or alcohol test will be placed on immediate unpaid suspension pending the test results. CMS will contact the employee upon receipt of the test results and inform the employee of his/her employment status. If the test result is negative, the employee will be reinstated to regular work unless their primary care physician has designated otherwise. If the test result is positive, the employee will be discharged.

Confidentiality of Test-Related Information:

All information, interviews, reports, statements, memoranda, and test results, written or verbal, are confidential and are maintained in the employee's confidential medical file. CMS, the laboratory, any Medical Review Officer and their respective agents who receive or have access to information concerning test results shall keep all information confidential and may not release any of the information without the written consent of the employee, unless the release is on a strict need to know basis, is required by law, is relevant to a legal claim asserted by the employee or applicant, or is subject to disclosure through a valid subpoena or other valid legal document.

PROGARD SECURITY

Non-Exempt - Part time

POSITION SUMMARY: This position is under the direct supervision of Crowd Management Services (CMS) Regional Manager or the Site Lead for the assigned shift. This position is responsible for professional security protection, safeguarding, and security of assets, property, personnel, residents and all visitors.

DESCRIPTION OF DUTIES

The primary duties of the position include, but are not limited to:

- Meeting the physical requirements of the job and the ability to work in the environmental conditions listed below to perform common security functions and duties.
- Performing security patrols by vehicle and/or on foot;
- Protect property from theft, sabotage, trespassing, fire and accidents;
- Observation and reporting of any unlawful activity;
- Prevention of theft or misappropriation of any goods, money or other items of value;
- Protection of individuals or property, including but not limited to proprietary information, from harm or misappropriation;
- Access control to restricted areas or off limit premises;
- Crowd control in public areas;
- Investigate and take the appropriate lawfully action as authorized by Progard Security Services on accidents, incidents, trespassing, suspicious activities, safety, and fire;
- Neutralize situations calmly with guest services, tact and common sense.
- Watch for safety and fire hazards and other security related situations;
- Enforcing client's policies and procedures;
- Provide any needed assistance to customers, employees, visitors, or the public;
- Perform requests by the client, within the scope of our duties or within reason;
- Serve as training officer to new security staff;
- Ability to communicate effectively in the English language, both verbally and in written form; required documentation by writing reports;
- Perform other related duties as assigned by the Progard Management Team, Regional Operations Manager, or Site Lead;
- Maintain the professional standards of Progard by following the policies and procedures of company
- Obey the laws of the state of Washington
- Abide by [Security Officers of America Code of Ethics](#) in upholding professionalism and integrity of the industry.

MINIMUM QUALIFICATIONS:

1. Meet and maintain the certification and/or licensure requirements for a private security officer as determined by the State Standards Training (WSDOL).
2. Be at least 18 years of age.
3. Must demonstrate good moral fitness and ethical standards.
4. No disqualifying criminal background or convictions.
5. Ability to communicate effectively both orally and in writing with staff, the client and the public, to understand and follow standard operating procedures, to perform duties in a professional manner and appearance, to write and investigate required reports; to make independent and good judgment decisions within proper policy and procedures;
6. Must be detailed oriented and have satisfactory literacy and writing, documentation, communications and interpersonal abilities.
7. Be able to work alone, responsibly and without supervision;
8. Most positions require availability to work all shifts including day, swing, night, weekends and holidays; Capable of meeting the physical requirements below.
9. Security / crowd management experience desired and preferred.
10. Prefer a good working knowledge of security operations, safety practices in a business and/or public environments and enforcement procedures and policies.

WORKING CONDITIONS - PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

1. Work is performed year-round, inside and outside buildings and/or vehicles with exposure to inclement weather and unpredictable crisis situations;
2. Shift work required, including day, swing, night, weekends and holidays all year-round;
3. Work alone in poorly lit areas all hours, including nights. Physical: Since we are a private contract security service, we have many different types of work that can vary and change. Current clients and services provided can change rapidly. Physical requirements can vary depending on the job assignment and work site. All officers can be assigned to a variety of different job assignments and work sites depending on current needs.

The following physical requirements apply to all the different types of physical security we provide:

1. Navigating distances and times: comfortably navigate a security round per hour. Rounds can range from vary from:
2. Hourly round times can range from 15 minutes to 50 minutes of physical patrol time around to protect various properties.
3. Navigating environments includes:
 - a. Inside buildings;
 - b. Outside in the elements and inclement weather conditions;
 - c. Surfaces and environmental terrain can vary from (but not limited to);
4. Carpet tile, wood, concrete, asphalt, grass, curbs, uneven gravel and dirt; • Uneven ground surfaces; common at mill and/or construction work sites.
5. Surfaces can be slippery with, water, ice, or snow in inclement weather.
6. Maneuver safely up and down flights of stairs multiple times a round or shift. Stairs can be inside or outside. Also to navigate up / down hilly terrain, over curbs and other obstacles
7. Lift, carry or push weight in the following range: 5 to 25 pounds.
8. Continuously stand at an assigned post from 2 hours to 10 hours (with legal break times).
9. The essential sensory and communicative activities include:
 - d. Seeing
 - e. Hearing
 - f. Speaking
 - g. Smelling
 - h. Feeling
 - i. Reading
 - j. Writing
10. Driving positions require:
 - a. Operating a manual transmission compact vehicle;
 - b. Get in / out of a car up to 15+ times an hour; physical patrol up 50 minutes per hour
 - c. Sit in a car from 1 hour to an entire shift

CMS safety policies are a way to communicate our company philosophy or general guidelines on safety and health issues. Safety policies are guidelines for reference and discussed with employees upon hire and during orientation. CMS safety policies highlight what is believed, valued and expected by all employees.

Safety Statement

At CMS, we care about the safety, health and well-being of our employees. We value the contributions our employees make toward our success. We support local community interests, and value honesty, integrity, and teamwork.

We Value Our Employees

Our business operates with a goal of zero damage to people, property and product. It is our policy to provide safe working conditions. At all events and venues, everyone shares equally in the responsibility of identifying hazards, following safety rules and operating practices. All jobs and tasks must be performed in a safe manner, as safety is crucial to the quality of our services.

Safety Policy

At CMS and its regional offices, no phase of the operation is considered more important than accident prevention. It is our policy to provide and maintain safe working conditions and to follow operating practices that will safeguard all employees to the best of our ability. No job will be considered properly completed unless it is performed in a safe manner.

CMS is concerned about the health and good work habits of its employees. In the event you are injured or unable to perform your job, we want to help you obtain the best treatment, so you can return to your regular job as soon as possible.

Zero Tolerance or Substance-Free Workplace

It is your responsibility to ensure your own personal safety and recovery from illness or injury. You will be held accountable for your actions that do not follow company policy and procedures.

The company has a vital interest in maintaining a safe, healthy and efficient workplace for the benefit of its employees, clients and the public. The use of performance impairing drugs can cause avoidable injuries to employees, damage to property and productivity losses. In our efforts to provide a safe workplace, we have a substance abuse policy. Reporting for work or working under the influence of alcohol or illegal substances is prohibited. The use, possession, transfer or sale of illegal substances, alcohol, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees is strictly prohibited and may result in immediate disciplinary action as outlined in our company policies and procedures.

CMS Basic Safety Rules

Safety rules list the specific activities to do or avoid for completing the job effectively and safely.

Important things to keep in mind regarding safety rules are that the list is not all-inclusive as situations and environments change with each event and venue:

Employee Responsibility and Accountability

- Do not take safety risks.
- Report to work alert, rested and in good physical condition.
- Know the usage of personal protective equipment (such as hearing protection, adequate footwear, and helmets) must be worn when required for specific job tasks or work areas.
- All accidents, close calls, incidents and injuries, regardless of how minor, shall be reported immediately to the supervisor.
- All work is to be performed in a safe manner according to our written procedures. If you have a concern about the safety of a task, bring this to the attention of your immediate supervisor.
- Understand your work assignments and perform only the job functions in which you are fully trained. Discuss any unfamiliar work assignments with your supervisor prior to beginning the task or event.

- Possession of firearms or other weapons is prohibited on CMS or venue property, or while you are on CMS business.
- Horseplay or practical jokes are prohibited.
- Use or being under the influence of, intoxicants or drugs while on the job is prohibited and shall be considered cause for termination.
- Aware of back injury prevention including standing for long periods of time, walking for extended periods of time, and/or lifting frequently.
- Ignoring safe work practices, policies, procedures, rules or other safety instruction could be cause for disciplinary action up to and including termination of employment.
- All employees shall correct an unsafe condition or practice to the extent of their authority and/or report the hazard to their supervisor.
- Aware of the hazard you may be exposed to including blood borne pathogens, TB, and other infections. Know how to handle, manage, and dispose of them.
- Provide information and/or volunteer for the monthly safety committee
- Know and understand the Hazardous Communication Program
- No worker shall operate equipment unless fully trained and authorized for its use.
- Always use the proper tool, equipment, or process for the job.
- All employees are forbidden to ride on ATV's, Golf Carts or other mobile equipment unless authorized and trained by a CMS Manager or Supervisor and have appropriate insurance and licensing for the vehicle if necessary.

Hazard Assessment and Correction

Visually inspect area:

Holes in ground, loose rocks, steep embankments, sand
 Loose boards, stairs, obstructions
 Spills, wet surrounding causing slippery surfaces
 Uncovered electrical wires, cords, outlets
 Trip hazards not marked appropriately
 Low trees, seats or tables unsteady
 Check points for motorized vehicles – ATV, Golf Carts, and Motor Cycles

Identify potential hazards

Observe surrounding area for safety

Report/Correct hazards immediately

Notify immediate supervisor, by radio, written on paper or through another employee

Do not leave area if potential to cause harm

Return-To-Work Policy

If an employee is injured on the job, our goal is to assist in obtaining medical treatment and return the employee to work as soon as possible. Our employees also have responsibilities for notifying us of their condition and providing appropriate information to assist in the Return to Work process. Through this joint effort, recoveries are faster and employees return to productive work environments sooner.

Discipline Policy

Violations of safety policies to include, neglect of authority, intentionally or causing harm or injury to self or others, noncooperation with established safety protocols from venue staff and/or supervisor, a violation of this policy or any other serious offense; any employee found to have engaged in such conduct is subject to severe disciplinary action, including termination of employment.

Management reserves the right to make additions deletions and or modify this policy on an ongoing basis.

TRAINING MANUAL

History (15 minutes)

- Originally Crowd Management Services in 1979 in Portland Oregon
- Started an Office in Spokane Washington in June, 1980
- Opened offices in Yakima, Tacoma, Seattle, Billings, and Eugene starting in 1990
- Over 3,000 part-time event and guest service staff
- Divisions of Starplex/Crowd Management include: guest services, event staff, Progard Uniform Division and parking and traffic

Crowd Management and Guest Services vs. Security Guards (15 minutes)

- Strictly work in crowd environments with many oversights i.e. close supervision, police observations, crowd watching
- Must enforce rules necessary to assure crowd safety
- Physical enforcement incidental to job responsibilities- last resort
- Not subject to state licensing as primary job is not to enforce, but manage
- Supervisory staff and uniformed security subject to licensing
- Do not identify as security or wear security uniforms

Recruitment (10 minutes)

- Target Market is the service industry
- Retirees, School Teachers and aides, college students are other fields targeted
- Most occurs word of mouth
- Usually hire prior to the busy summer months
- Orientations last minimum 4 hours. Further training occurs for Guest Services and Alcohol Awareness Training. Total (ten hours)
- Market this as a fun job but stress the importance of our performance to the success of the event.

Expectations (5 minutes)

- Expect our personnel to work as many events as possible.
- Do not force them to work any events they do not want
- Must use self-restraint when dealing with guests or situations
- Represent the company and the client in the highest regards.

Selection and Background Check (5 minutes)

- Once selected personnel are required to attend training orientation
- There will be a background check performed by selected supervisory staff
- Training also in alcohol awareness and emergency procedures
- Facility Training is also included at some locations
- Put on 6 month probation period while being evaluated by supervisors

Crowd Philosophy and Crowd Management Techniques (20 minutes)

- Service Theme – “We provide exceptional Guest Services, to people of all ages, to assure a safe and enjoyable experience at each event.”
- Staff is responsible to make every effort to assure that each guest leaves the event with the satisfaction of experiencing an enjoyable time in a safe surrounding.
- Staff represents each facility and client. Most guests think of our staff as if they are the client or facility.
- Successful crowd management and guest service programs are based on several factors. Those include: combining the right personalities with basic procedures for the purpose of successful guest interaction.
- Image is everything – Our staff not only represents our firm but also the facilities and clients. This image reflects on our organization, our profession, and on the facilities we serve

CMS Ten Step Guest Service Protocol (30 minutes)

1. Prepare To Meet Your Guests
2. Smile
3. Make Eye To Eye Contact
4. Provide A Verbal Welcome
5. Remain Visible And Present An Approachable Demeanor
6. Assertively Seek Out Guest Interaction
7. Find a Solution
8. Display A Professional Image At All Times
9. Display Pride In Your Job
10. Show Appreciation To Exiting Guests

Enforcement of Rules and Regulations (30 minutes)

- Client Rules may differ at different facilities – know them
- Utilize the Starplex 3-Step Approach – Step One- Assume the guest does not know what the rule is. Inform them of the rule. Step two- if the guest does not comply come back more assert and re-explain the rule and tell them what will happen if they do not comply – Step 3 Call supervisor to come in and the guest will be subject to eviction from the facility
- Evict without the use of physical force when possible
- React to all disturbances quickly to avoid crowds becoming involved

Handling a disturbance (30 minutes)

- Examples of what constitutes a disturbance
- Any disturbance will cause attention for the crowd
- Take a guest out of the public eye to deal with them if not resolvable quickly
- Bring in necessary backup to handle without disturbing the crowd
- Create a dead zone area whenever there is a situation in the crowd such as an injury, fight or crowd disturbance.
- Never leave a passed out person unattended. Even if you know they are intoxicated do not let them sleep it off. Take them to first aid.

Clearing Aisle ways (10 minutes)

- You can lose control of an aisle way if you do not act when guests begin to loiter
- Most are looking for friends or locations of their seats. Interact with them to assist them moving
- On average 80% of the guests move right away. 19% wait for another response while 1% is there to see “whom they can mess with today”.
- Utilize the 3-step approach when enforcing this rule

Evictions (30 minutes)

- When an eviction is going to occur make sure it is done swiftly
- Take them out of the crowd's view. Remember it is often difficult to negotiate with someone if they are intoxicated.
- Have enough staff on hand to perform the eviction without the use of physical force when necessary.
- If someone is combatant staff must be in at least a pair when dealing with an eviction. If physical restraint needs to be used security staff and supervisory staff can use an arm hold and/or an arm bar technique. **Demonstrate**
- Have a backup watch for other guests trying to intervene and also to serve as a witness.
- Use only enough restraint necessary to overcome resistance

Report Writing (20 minutes)

- Very crucial in protecting the facility, client, company and staff members
- It will serve as an official statement of facts and can be utilized later to familiarize yourself with the incident should it go to trial
- Important to include exact circumstance and utilize good written skills explaining what occurred.
- Remember to include general characteristics and changeable items such as clothing.
- Get a supervisor involved if you are uncomfortable filling out a proper report
- Your supervisor must approve the report prior to it being officially completed.
- Copies are made for the client, facility and law enforcement if they become involved
- Provide examples of Good Report vs. Improper report

Arrest Procedures (5 minutes)

- Guests detained for possible arrest – Client and/or guest can file charges
- Starplex Corporation supervisors and uniform Progard agents will contact police either on site or over phone to determine the action to take
- You can detain for citizen arrest if you witness a crime take place or at request of third party. You must turn over to first available law enforcement person
- Find any witnesses to a crime or incident and take witness statements
- Complete all written reports on the crime or incident to give arriving officers
- Not our primary job – Arrests are rare and as a last resort

Police Relations (5 minutes)

- Very strong relationship in each City/State
- Provide volunteers for Academy training for the Police
- Select staff receive additional training from police
- Work together on traffic plans and security plans in an event setting

Public Safety Inspection (30 minutes)

- Since 2001 this has become very important in the facility entry procedures
- Different forms include: visual, strong visual, pat-down and metal detector inspections (explain each) some will depend on your local laws on what you are allowed to perform
- Each facility has different entry rules and what each facility allows to be carried into their facility
- All facilities have the right to deny entry to a guest if they are intoxicated, carry in illegal contraband or are combative
- Demonstrations of each type of inspection

Some guests may say it is illegal to search them. Starplex Corporation is a private guest service/event staff firm providing a public safety inspection and enforcing the rules of the facility. No arrests will be made for contraband- only refuse entry

GUEST SERVICES

Mission Statement (2 minutes)

Quality service is never an accident. It is always the result of training, dedication, sincere effort, and skillful execution.

Image (5 minutes)

- Image is everything
- Only get one chance to make a first impression
- Represent the client, facility, and promoter as well as Starplex Corporation
- Make sure you look in the mirror and represent yourself in the best light
- Dress appropriately - Make sure your clothes are not wrinkled, soiled or inappropriate
- Follow the dress attire guidelines setup in the training orientation
- BE APPROACHABLE

Dress Attire (10 minutes)

- Indoor – Black Slacks, long sleeve white cotton dress shirt, black dress shoes or black “referee style tennis shoe” with no white or stripes on them.
- Earrings
- Belts
- Facial Hair and Hair Length
- Fanny Packs
- Flashlight, Notepad and Pen
- Buttons, Bows in Hair etc.
- Blazers, Sweater Vests, Jackets
- Outdoor – Dark Black Jeans, Company provided Polo Shirts, Jackets
- Dark Tennis Shoes if possible
- Go Over Standards listed under indoor

Job Descriptions (10 minutes)

- Managers/Assistant Managers
- Event Supervisors
- Supervisors
- Crew Leaders
- Training Coaches

Ushering Intro (5 minutes)

- Ticket Takers
- Directors
- Guest Services
- Door Attendants
- Ushers
- Club or VIP entry

Event Staff Intro (5 minutes)

- Line Control
- Inspections
- Mixer Board
- Floor Aisle Staff
- Front of Stage
- Backstage
- Rovers
- Alcohol Awareness



Scheduling (20 minutes)

- Hardest job a manager has
- Standard scheduling usually the last Tuesday and Wednesday of each month – Schedule for the following month
- Employees given Regional Earpiece with payroll two weeks before scheduling to allow them to prepare for the following month
- Some Regions- In office Scheduling, over the phone Scheduling
- Email, Fax or drop off calendars
- Location, Call Time of when a person is scheduled to start
- Dress Attire
- Event Name to prepare employee

Check In/Check Out Procedures (10 minutes)

- Sign-In Sheet
- Sign Name – Company to put in start time
- Check out of equipment – Blazers, Shirts, Jackets, Radios, Vests, Flags, etc.
- Sign-Out- Company to put out time
- Turn in all equipment checked out to you
- Write time in and out on your own calendar and keep track

Pre- Event Crew Meetings (10 minutes)

- Given facility data sheet
- Go over event specific information
- Go over Company specific information
- Review Emergency Procedures
- Supervisors Call out staff assigned to them
- Supervisors will go over individual meeting for their assigned area
- Familiarize yourself with the area you will be working
- Guest Communication
- Breaks
- Stay in Assigned Area
- Performance and Attitude
- Pre-Event Facility Check

During Events (15 minutes)

- Rotations of Crews
- Keeping Aisle Ways Clear
- Alcohol Awareness
- Problem Solving
- Disabled/Physically Challenged Guests
- Handling Disturbances
- Enforcement of Rules and Regulations – Inform the Guests – Get Supervisors involved if problem persists
- Handling Guest Complaints
- Clearing the House
- Post-Event Facility Check

Other Guest Services Topics (10 minutes)

- Guest Services
- Box Suites/VIP Areas
- Spills-Response
- Medical Situations- Response and Documentation
- TEAMWORK within facilities

EVENT STAFF TRAINING (2-hours)

More In Depth Coverage and Demonstration

- Work with enforcement staff on access control
- Another layer of informational personnel
- Dress Attire is more likely a polo shirt with event staff and an employee # on back
- Job Descriptions – Inspectors, Front of Stage, Mixer Board, Aisle Staff, Stage Right/Left, Backstage, Rovers, Alcohol Awareness, ID Checkers, Jumper Squad
- Shutting Down Aisles, Re-Routing guests to back of house aisle entry points
- Public Safety Inspections
- Confiscations of non-allowable items
- Refusing entry to guests
- Handling Disturbances
- Enforcement of Rules and Regulations
- Evictions- Last Resort, Limited Physical Response – Arm Bar Techniques
- Alcohol Awareness – Refer to Alcohol Awareness Training for Overview
- Mosh Pits – Refer to Corporate Mosh Pit Procedures
- Communications with Guests about Mosh Pits and Festival Seating Concerts
- Assisting Guests over Front of Stage Barricades
- Catching guests surfing over Front of Stage Barricades
- Moving guests back from Front of Stage Barricades (“Creation of Snake-like line at back of floor crowd”)
- Jumper Squad responsibilities
- Communications – Radio Calls
- Base-Command Center Activities
- Police Relations
- Documentation – Report Writing

Standard of Conduct Policies

- Criticism and Obedience
- Truthfulness
- Courtesy
- Reporting Poor Behavior
- Trust
- Rumors
- Conform to Laws
- Official Files
- Press or Media Relations
- Courtesy to the Flag
- Gifts and Gratuities

Actions that will lead to Disciplinary Actions or Termination

1. Not showing up for an event for which you were scheduled
2. Showing up late for work without prior approval
3. Not performing your job function while on duty
4. Leaving your assigned position
5. Using your position or identification to gain free entrance of yourself, or any party, into an event
6. Misusing equipment
7. Drinking alcoholic beverages or taking non-prescribed drugs, while on duty, or immediately before going on duty
8. Unnecessary or unreasonable force in the handling of a situation. This includes striking or kicking anyone

9. Unnecessary provocation of an incident
10. The carrying of any weapon, mace, or restraining device without authority
11. Using your position on this staff for any personal gains
12. The acceptance of any gifts or gratuities without management approval
13. General or Sexual harassment to fellow employees, facility staff, or the general public
14. Any form of prejudice due to race, color, or creed
15. Gambling in any form while on duty
16. Smoking, chewing of tobacco, or using snuff on duty except during scheduled breaks
17. Unauthorized entry to a backstage area or violation of backstage policies
18. Using this position to recruit personal acquaintances or social dates with guests
19. Any actions that will tend to damage the image of this organization
20. Immoral or lewd behavior of any kind at anytime
21. Inappropriate or unprofessional interaction with guests of any venue or event
22. Involvement in, or conviction of, any criminal activities including off duty activities.
23. Falsification of records or reports
24. Unprofessional or aggressive attitude towards guests, event representatives, other Starplex/CMS staff, or anyone else while on duty or not
25. Willful destruction of property
26. Violation of safety procedures
27. Violations of any cash management procedures associated with Starplex/CMS, its clients, agents, or associates
28. Communicating inaccurate, inappropriate, or false communications or rumors concerning Starplex/CMS, its agents, employees, clients, or associates
29. Divulging confidential company related information or activities
30. Communicating with any member of the news media regarding company or Starplex/CMS client related events or matters
31. Sleeping while on duty
32. Failing to respond to a court subpoena requiring your presence at trial or other court related matters
33. Solicitation of any items, or attempts to solicit while on duty

Payroll (15 minutes)

- Paid once a month
- Pay period is from the 1st of the month thru the last day of the month
- Pay Rates – Many different depending on position and division of Starplex
- Make sure you keep track of your hours on a personal calendar
- Filling out W-4 Information
- Taxation on monthly payroll
- Payroll Pickup at most offices/Some mail out

Employee Services Department (5 minutes)

- Located at Corporate Headquarters
- Unemployment claims
- Requests for housing, pay stub information, welfare benefits
- Work with state agencies and collections companies on payroll deductions
- Internal investigations regarding managers
- Sexual harassment claims
- Workmen Compensation Claims/L&I
- Lost W-2 forms

EMERGENCY PROCEDURES TRAINING (2-hours)

- Purpose – Prepare all facility staff on how to respond should an emergency occur
- Intent – To create the most efficient and safest evacuation procedures to protect the lives of the guests and staff at each venue we provide services for
- Define – Explain the different types of emergencies that may occur – Fire or Catastrophe, Crowd Disorder, Hazardous Materials, Bomb Threat or explosion

Different Agencies Involved

- Facility Staff
- Starplex Corporation
- Police/Sheriffs
- Fire Departments
- Emergency Medical Services

Operational Situations

- All staff involved must have an agreed upon area to go to in the event a major emergency occurs. Starplex Corporation will stay in position to assist agencies when they arrive.
- An agreed upon operational area of a facility will be secured by Starplex Corporation and will be limited to selected staff and agencies that will be a part of the incident command
- Follow the guidelines of your facility with the best and most efficient way to evacuate the facility. (Give Examples)
- Emergency Position Locations
- Assisting the Elderly and Disabled
- Creation of an outside perimeter once facility is evacuated

Incident Command

- Most Likely near an event site
- Made up of Law Enforcement Representative, Fire Representative, Emergency Medical, Facility Management, Security Representative
- Incident Commander will direct the evacuation through utilization of the command representative.
- Usually will go into Unified Command where both Law Enforcement and Fire will work together
- Documentation person will document calls and directives given

Creation of Public Information Officer

- Public Information Officer representing the facility will be the only one communicating with the media
- Some Events such as Monster Truck will have their own Public Information Officer
- All statements from the incident will be made from the PIO.
- Law Enforcement and Fire will have their own statement regarding their involvement
- No staff member from any organization will make statements to the press

Mitigation

- How to handle refunds
- Rescheduling Event
- Research of the action that caused evacuation
- Documentation
- Political -Social Affect
- Closure of event or facility
- Loss of work

ALCOHOL AWARENESS TRAINING (4 Hours)

Combination of TEAM (Techniques For Effective Alcohol Management) and Starplex/CMS Operational Training

- Effects of alcohol misuse (social, legal, personal)
- Alcohol and its effects on physical and mental behavior
- Signs of impairment
- Importance of prevention in alcohol management
- Management policies and procedures on alcohol sale and consumption
- Community/management/employee teamwork in responsible alcohol management
- Appropriate methods to implement management policies and procedures
- Importance of employees' roles; save lives; create a safe, enjoyable atmosphere for guests; maintain the future success of their facility
- Training Different than other alcohol training because it uses all employees and not just beverage and security

Misuse of Alcohol

- Examples
- Problems you may encounter when trying to deal with misuse of alcohol
- Pre-Test to people what they know before the rest of training begins
- Comparison with final test at the conclusion

Effects of Alcohol misuse

- How many impaired drivers leave your facility after a function
- 1/3 of crowd are drivers
- ½ of drivers drink alcohol
- 1/20 of drivers drink too much

Results

- | | |
|-----------------------------|--------|
| • Typical Crowd | 12,000 |
| • Number of Drivers | 4,000 |
| • Drinking Drivers | 2,000 |
| • Drivers Drinking too much | 100 |

Legal Effects

- States passing laws establishing liability against persons who serve alcohol to anyone visibly intoxicated.
- Larger Settlements awarded to injured parties
- Deaths

Effects on Facilities

- Loss of safe, enjoyable atmosphere (fights, injuries, interference with games)
- Bad publicity for facilities
- Loss of guests
- Greater potential for lawsuits
- Increased Insurance coverage
- Less available Insurance coverage
- Need for policies and procedures on responsible sale and consumption of alcohol
- Need for employee training on how to carry out the policies and procedures

Effects on Facility Employees

- All employees are vulnerable to the threat of alcohol related lawsuits
- Greater chance of losing job
- Need for training in how to carry out management's policies and procedures on responsible sale and consumption of alcohol.

Alcohol Overview

- Alcohol is a Drug – Slows down mental and physical reactions reflexes, judgment and inhibitions, vision, and coordination
- Alcohol affects people differently depending on:
 - Amount consumed
 - Amount of food in the stomach
 - Time Span while drinking
 - Body weight
 - Gender (male, female)
 - Age (adult, minor)
 - Health (in shape or out of shape)
 - Drug use (over-the-counter, legal, non-legal)
 - Mood
 - Tolerance, Experienced drinker versus an inexperienced drinker

Give general guidelines on impairment – How alcohol changes physical and mental behavior

- Judgment and inhibitions change
- Reflexes and Coordination reduced
- Attention wanders
- Vision weakens
- Other signs – untidy, disheveled clothes; frequent trips to the restroom; frequent rubbing of hands over face or through hair

How much alcohol it takes someone to become intoxicated

- What has more alcohol, a 12 oz. Beer, a 5 oz. Glass of Wine, or 1.5 oz. / of Liquor? – Answer – They all have the same amount of alcohol
- In three hours how many 12 oz. Regular beers would it take the average male to become intoxicated? The average female?
- Answer – Male: 6 beers. Female: 4 beers
- Why would knowing this information help you prevent alcohol-related problem?
- Possible answers: We will know better when to intervene to control the amount of alcohol purchased, encourage guest to buy food

Managing Impairment

- Controlling the size of cup
- Controlling the number of beers purchased at one time
- Offer food suggestions
- Limit the time alcohol is served
- Mood – Create activities during intermissions to monitor guests
- Teamwork- Each member is important. Only if the team works together can you ensure responsible alcohol sales, service and consumption. The whole team is affected when one role is not carried out
- Be courteous and considerate – Unfortunately, it's not enough to know how to follow procedures. We must also know what to say or not to say when carrying out management policies. The "way" we say no, or make a request, means the difference between the guest doing the action or not doing the action, doing what we say and still having positive thoughts about us. We don't want to ruin the fun and enjoyment. We want to maintain a friendly, positive atmosphere.

Key Steps in preventing/controlling alcohol-related problems

- Be aware
- Know management policy
- Follow the procedures
- Always be courteous and considerate

Management Policies and procedures on responsible sale and consumption of alcohol

- What is a policy? – Answer: A course or method selected to guide and determine present and further actions and decisions.
- What is a procedure? – Answer: An established way of carrying out policies

Policies and procedures affect all service areas even when policy or procedure does not directly apply to your job. For example, the policy of not selling a ticket to an intoxicated guest may directly impact the actions of the ticket seller, but the policy indirectly affects other service areas as well.

Role of Employees in your venue

- Parking Lot Attendant
- Ticket Seller
- Ticket Taker
- Concession Server selling to a minor
- Usher
- Concession Server selling to an intoxicated person
- Event Staff and Security

Post Test

- Go over answers
- Answer Questions
- Compare how well you did on the posttest compared with the pretest

Benefits of TEAM

- Utilize all employees in a facility to assist in managing alcohol consumption
- Allow employees to know policies and procedures
- Reality Check on what the misuse of alcohol can do
- Allows employees to make a difference
- Reduces liability exposure
- Creates a safe and enjoyable environment
- Maintains the integrity of the facility
- Keeps guests from leaving from a bad environment



ACCIDENT PREVENTION PROGRAM

Purpose

This Accident Prevention Program describes and guides the safety management system for Starplex Corporation. Its overall purpose is to ensure that proper steps are taken to protect Starplex Corporation employees from the hazards associated with every operation at each location. It also describes the steps Starplex Corporation will take to comply with the applicable state and federal safety regulations.

This accident prevention program is available to all employees in each region. This program will be reviewed annually and revised as necessary. The plan covers the basic practices and procedures for all operations and employees within each division of Starplex Corporation. Specific details pertaining to safety are addressed in more detailed in specific hazard control programs.

Accident Prevention Introduction

Starplex Corporation believes that safety is critical to every task, no matter how urgent or important the task is. Business will be conducted in a manner that respects human health, safety, and the environment and is committed to:

- Providing safe and healthy work areas for all employees
- Providing to our customers, clients, business associates and contractors a safe and healthy place to conduct business
- Providing necessary training to our employees to prevent injury during interaction with crowds at special events.

Management Commitment

Starplex Corporation places a high value on providing and maintaining a safe work place for all of our employees. We are committed to providing a safe workplace for everyone and have developed this accident prevention program to involve management, supervisors and employees in identifying and eliminating hazards that may develop during our work processes. It is the basic safety policy of this organization that no task is so important that an employee must violate a safety rule or risk an injury or illness in order to get a job done.

Starplex Corporation employees are required to comply with all company safety rules and are encouraged to actively participate in identifying ways to make our company a safer place to work. Supervisors are responsible for the safety of their employees and as a part of their daily duties must check the workplace for unsafe conditions, watch employees for unsafe behavior and take prompt actions to eliminate any hazards.

Management will do its part by devoting the resources necessary to form a safety committee who consistently review policies and procedures that effect the day-to-day safety operations for Starplex Corporation's different venues and sites. We have developed a system for identifying and correcting hazards that involves all employees. We have planned for foreseeable emergencies. We will provide initial and ongoing safety and health training for our employees and supervisors. Finally, we will establish a disciplinary policy to insure that company safety policies are followed.

Accident Prevention Program Responsibilities

The Safety and Compliance Manager is responsible for updating and maintaining this program to keep it current with operation and regulatory changes and evaluate training requirements. Starplex Corporation's Safety and Compliance manager works with each manager in each region with regards to new special event sites or facilities and its hazard potential.

Written Program Responsibility

As regulatory standards are revised or new items developed, the Safety and Compliance Manager is responsible for reviewing that information and determine the regulatory needs. This information will be updated and maintained as part of the Accident Prevention Program

Operational Responsibility

Each Area Manager is responsible for ensuring the program is effectively used within the local area.

Area Management Responsibilities

- Review information from Safety Committee to carry out its responsibilities as described in this program
- Provide sufficient employee time, supervisor support, training, and funds for safety equipment or supplies, to carry out the provisions in the safety program.
- Evaluate supervisors each year to make sure they are carrying out their responsibilities as described in this program
- Respond to Safety Committee recommendations resulting from incident investigations, procedure reviews and follow-up reviews of employee observations.
- Ensure that a record of injuries and illnesses and posted as described in this program.
- Lead by example by following established safety rules and attending required training
- Review with management and supervisory staff, any unsafe practices or conditions that were reported.
- Maintain compliance with company policy and procedures.
- Review and evaluate this program annually
- Maintain manager accountabilities in development and maintenance of this safety program for each region or operation.
- Include the operation's safety and compliance objectives in performance evaluations.
- Provide an initial orientation prior to allowing the employee to work.
- Document employee training.
- Ensure that during musical events employees are required to wear earplugs when they are in the seating areas.
- Complete pre-event facility walk-thru at different venues to ensure a safe work environment. Identify potential hazards and report to area supervisor. This will then be reported to the Client so they can repair or fix the hazard.
- Provide Safety training as needed. Ensure employees participate in the appropriate Monthly Safety Activities.
- Set the example for employees by following safety rules and attending required training.
- Investigate all incidents, completed accident reports and report your findings to the Safety Compliance Manager.
- Ensure Supervisors are conducting Safety Training tips monthly at their respective events.
- Communicate with Corporate management changes to work practices that will improve employee safety.
- Develop job descriptions and assign tasks so that the different venues or sites for special events ensure a safe work environment.
- Delegate safety related tasks to employees as necessary to ensure program effectiveness

Employee Responsibilities

- Adhere to all safety rules described in this program, which also address regulatory safety standards.
- Report unsafe conditions or actions to your supervisor promptly.
- Report all injuries to your supervisor promptly regardless of how serious within 24-hours of occurrence.
- Always use earplugs when in or near seating areas where loud music or noise may effect hearing.
- Encourage co-workers to used safe work practices on the job.
- Make suggestions to your supervisor or management about changes you believe will improve employee safety. Use the “Bright Ideas Box” located in your Area Manager’s Office.
- Help develop and maintain an effective safety program for your operation

Employee Participation

In order for a Safety Program to be successful, Employee participation must be a key component of that plan. Employees are encouraged to participate in safety activities, individual and group training, inspections and other planned programs within the Starplex Corporation Safety Program. Employees are encouraged to report unsafe conditions to their manager or supervisor immediately. As with all levels within the Starplex Corporation organization, employees and area leadership are expected to abide by safety rules and procedures established to protect workers, guests and clients at all event sites and venues.

An open communication program is established for employees to discuss safety issues with their leadership team or any other manager within the organization. The Safety and Compliance Manager encourages employee rights to bring safety issues to the attention of Management so that appropriate actions can be taken to resolve the issue.

Employee Safety Training

Throughout the year Starplex Corporation employees will be required to participate in Safety Training as it relates to specific event sites. Event Supervisors will be responsible for reviewing specific safety issues at the event. For example, during Pre-Event meetings prior to opening doors to the general public Event Supervisors will review the emergency procedures for that particular building, venue or event site and the responsibilities if an emergency occurs.

Annually, during guest services training, the area or regional manager will review the Emergency Procedures plan and other safety topics to ensure employees understand a safe work environment.

Some of these items will include:

- Accident Prevention Program
- General Safety Rules
- Security Plan- Site Specific
- Emergency Evacuation Plan
- First Aid Response Plan
- Location-specific programs

Safety Committee

Starplex Corporation will conduct Safety Committee meetings monthly. This committee will meet or otherwise discuss monthly the issues laid out on the “Safety Meeting Agenda and Minutes”.

Hazard Recognition or Risk Assessment

Starplex Corporation conducts yearly assessments of risk features to identify and communicate hazards in its work areas. Some of these assessments will utilize:

- Event Inspection Reports
- Injury Log
- OSHA 300 Report
- Incident Investigations
- Monthly Safety Inspections
- Report of Unsafe Conditions and Practices (Employee observations)
- Corporate Compliance Reviews

Starplex Corporation has established the following areas to review to prevent hazards in the workplace from causing injury or illness to its employees.

The following items are utilized when conducting risk assessment for training purposes:

- General Safety Rules
- Company Policies and Procedures
- “Pat Down” Public Safety Inspection
- Metal Detector Wand Search
- Alcohol Awareness Training
- Alcohol Enforcement Techniques
- Employee Appearance
- Backstage Security
- Breaking Up Fights
- Barricade Security in “Mosh-Pit”
- Pre-Event Facility Checks
- Access Control
- Consent to Search
- Conflict Resolution
- EMS communication
- Fire Department protocol
- Handling Disturbances
- Site Security
- 24-hour Security
- Security Rounds
- Detaining Guests
- Emergency Procedures
- Move-Ins
- Move-Outs
- Overnight Security
- Moving Vehicles
- Parking Cars
- Perimeter Checks
- Radio Communication Procedures
- Report Writing
- Reporting Injuries
- Reporting Maintenance Problems
- Reporting Thefts
- Reporting Wet Spills
- Roving Techniques
- Vehicle Search
- Seating Guests
- Service Entry Gates
- Slips and Falls
- Stage Door Security
- Traffic Setup/Tear Down
- Vehicle Checks
- Unlocking Facilities
- Use of Handcuffs- Policies and Procedures
- Vehicle Escorts
- Evictions Protocol
- Walking on slick surfaces
- Lifting
- Enforcement Techniques
- Working with Law Enforcement
- Court Responsibilities

Facility or Event Specific Safety Training

During selected events, staff will review pertinent information involving safety. First and foremost is to conduct and pre-event check of the working areas. This includes checking to make sure seating is locked into place at certain venues, that lighting for seats, hallways and structure is working, that there are no wet spills, no holes in the ground, no items sticking out of the ground that you can trip on, that front of stage barricade is secure with no sharp metal corners or surfaces showing that can injure the guest or employee and that all other potential safety issues are addressed.

Before some selected events each month, the event supervisor will be responsible for reviewing certain safety issues to ensure the group, as a whole understands them. For instance, in the Arenas we provide services for, an event supervisor will ask the group what they do if there is a fire or a major emergency that may cause evacuation of the guests. They may ask where fire extinguishers or other safety items are located in the event of an emergency.

Report of Injury or Incident

There are reports for both Injury and Incident located at each event. For injuries this can be used even if the injury is minor. It can be used for both an injury and a near miss. The incident report is used for damage to property, violation of Policy or Procedure, or an incident involving a guest that results in eviction, injury and/or arrest.

Each injured employee must contact his or her area office within 24 hours of injury; even it is thought to be minor. Each area manager is responsible for filling out an injured worker form that is sent to the Safety Compliance Officer to review. The Area Manager needs to investigate the injury to look for solution or to find 3rd party information in case it becomes an occupational injury requiring medical treatment and/or compensation from State Insurance such as L&I, S.A.F.E. etc.

Violent Employee In The Workplace

The Workplace has become an increasing risk for workplace violence. Many violent reactions have occurred in the past two years throughout the U.S. Most businesses think it will never happen to them. Think again. With the economy the way it is and people living paycheck to paycheck, family stress and workplace stress is becoming more common than not. Our jobs as well as the jobs of management at the Spokane Center is to reduce the risk and train for potential emergencies should they arise.

The best way to reduce the risk is to watch for employees who show signs of change in their personalities. There are several factors to look for. This also will occur over a period of time as most employees can go through mood swings daily. Significant mood swings, the way they dress, the way they talk or don't talk, their involvement with other co-workers, their punctuality, the way they look, and the attitude they have towards co-workers and management are all potential signs to watch for in the workplace.

1. Mood Swings
2. Dress Attire
3. Way they Talk or do not Talk
4. Involvement with Co-workers
5. Punctuality
6. Appearance
7. Attitude Towards Management and Staff

This is a teamwork environment where all of us in each Department need to help management monitor. Management needs to open communications with staff on regular basis. If other staff members are having problems and they communicate these, be willing to help or listen. Try not to offer advice. Suggest they talk to their supervisors or to someone they trust. This may be you. Shutting out co-workers who may have problems could lead to larger problems.

There are several different reasons a violent employee will come back to the work place. The main reasons are to prove a point, confront the people they are upset at, or for attention. In any case this needs to be looked at as an emergency. I do not believe any of us working will have the knowledge or skill to “talk down” an employee. The main role is the safety of everyone around you.

- To prove a point - Sometimes people want to make sure everyone knows why they are upset. The reasons could be minor, but to the violent person they are everything. They will seek other co-workers to agree or side with them.
- Confront the people they are upset at – Most of the time these are the supervisors or co-workers they work with. This type of violent person is one to worry about the most. They will probably have a pre-planned agenda. There will probably be no negotiating with them because they feel so strongly about their problem.
- Want Attention towards their situation - These people will probably do this at an event or in front of a group of staff. They want people to feel sorry for them and to support them.

In any case each example of a violent employee needs to be taken seriously. Some may be coming back to do bodily harm, some verbal harm, and others to gain support from their co-workers.

Since we are not experts, we do not expect any heroes if a situation becomes violent. Our goal is to get innocent people away from this area. Someone will need to contact 911 when needed. Keep the people the violent person wishes to see away from the area. Get everyone out of the building in this area.

If security is present and the situation allows for it, security will become involved and detain the employee.

Enforcement Techniques

The Crowd Management and Security Industry risks include interaction with guests that may be out of control, are violent or are violating policy in an event or venue that will require interaction either verbally or physically by select staff. It is important that employees understand that techniques or procedures Starplex Corporation requires are to not only protecting the employee but also to protect the guest in question as well as guests nearby. Verbal communication is our most efficient way to handle these types of guests. The most important step in a Crowd Management setting is to get the guest out of the crowd’s view. If a confrontation ensues Starplex Corporation employees follow their job responsibilities, which is to have backup and to detain a guest through arm restraint or an “arm bar technique.” Handcuffs are used only when absolutely necessary and only by staff trained in handcuff usage and they are licensed by the State as an unarmed private security guard. Additional staff that is near an incident with a guest in this type of situation are utilized for support but to also gather information from witnesses and other Starplex Corporation staff.

At no time does an employee strike a guest with foot, hand, fist or body parts. Physical restraint is taken as a last resort and is used to protect the employees and the subject from injury. Violation of this procedure can result in probation, suspension and/or termination.

Handling Disturbances

In the Crowd Management, Guest Services and Security Industry, disturbances can result in serious crowd interaction if they are not dealt with immediately. Examples are: Loud Obnoxious guests, intoxicated guests, fights or injury, and complaints. Starplex Corporation employees are instructed in training and continuing education to remove the incident from the main crowd’s view. Select Staff are placed strategically at events to handle this type of problem should they occur. Strong Verbal Communication is the effective way to get the problem out of the crowds view. You cannot negotiate with an intoxicated guest. Staff needs to direct them out of the crowds view so they can handle the disturbance. Starplex Corporation utilizes a three-step approach to deal with problems in a crowd. If it is a rule violation or conduct violation that is not severe this approach applies. First step is to educate them on the violation. If it continues, a second warning is given with a firmer stance that if it occurs again the guest will be evicted from the event. The third step is an eviction from the event. At that time they are given a trespass warning.

After the incident has occurred the Starplex Corporation employee is responsible for generating an incident report. This report is reviewed by the Starplex Corporation event supervisor and a copy is provided to the facility and client. These reports are generated for law enforcement when needed.

Arrest Procedures

In the event a client, venue, or guest wants to press charges on another person, that guest is detained until the nearest law enforcement officer is found. The guest is then turned over to the officer and Starplex Corporation employees standby to offer assistance should the need arise. Starplex Corporation employees follow the guidelines of the Company's Unarmed Private Security Guard License. Each State has different guidelines and these are reviewed by the Safety Compliance Officer Annually.

Once a Starplex Corporation employee is involved with an arrest of a guest, employee, facility staff person or other, they are now responsible to be available to testify in court. Area managers will be available to lend them assistance throughout the course of the legal system.

Report Writing Steps

Report writing is a skill. Like most skills it must be practiced regularly to be fully developed.

With this in mind, remember the following steps:

1. While an incident is still in progress; think about the report, which will need to be done. Observe; take in all information you can.
2. Get relevant information from witnesses and those involved. Name, address, and telephone numbers.
3. As soon as possible make notes in your notebook.
4. Check with your Supervisor. Who is going to be responsible for actually writing the report directly?
5. If someone else on the Incident Response Team is designated to write the report or work with the report writer, give that person the information you have gathered. Make sure, however, you keep your notebook in your possession and retain the information for future reference.
6. If your Supervisor designates you to prepare the report, make sure you obtain all needed information from all others on the incident response team.
7. After you have obtained all the information possible, a good procedure to follow in prepare the report is the following:
 - a. Read your notes carefully, not once, but several times
 - b. Break the subject matter down into primary and secondary groupings and arrange them into logical sequence
 - c. Make a rough outline at the points you wish to cover and put them into final order
 - d. Using the outline as a framework, write your report, including all details.
 - e. Carefully re-read your report, checking its facts against those in your notes. Make all necessary changes and complete your final draft.
8. Before handing in your report review it with your Supervisor.
9. Upon favorable review from your Supervisor, sign, date the report, and submit it to the appropriate person.

Note: If an employee feels uncomfortable writing their report they need to find their supervisor who will assign them someone to assist them.

Who, What, When, Where, Why & How

Reports are usually directed to someone who has little or no knowledge of the incident in question. Therefore, all reports must be self-explanatory. The facts must be available to the reader without further explanation.

The following pointers on report writing are:

1. Be Specific. Focus on the known facts.
2. Be clear and legible. Use a logical sequence in simple language. Do not formulate opinions or deductions until the reader is aware of the known facts in the order of occurrence.
3. Avoid repetition and abbreviations.
4. Be thorough. All reports must answer the questions, Who, What, When, Where, Why and How.
5. Be accurate as to the facts you are reporting.
6. Be brief. Exclude all nonessential material. Which does not lend substance to the report. Keep in mind that you are only presenting preliminary findings.
7. Your report will be the foundation for the follow-up investigation to be conducted by security management or the Police. Your ability and potential will be reflected in your reports.
8. Having and maintaining a permanent notebook cannot be overemphasized.

All reports are based upon the answers to the following questions.

1. Who were the persons involved; any and all information that will identify the persons concerned?
2. What exactly happened; describe in detail exactly what took place. Do not take for granted that only one word such as "accident" will explain the incident.
3. When did the incident occur; any information that has to do with the fixing of time.
4. Where did the incident happen; and information that has to do with the location of places, persons, or objects connected with the matter. Exact locations are important.
5. Why did the incident occur? This is an add-on section that in many cases is opinionated and should be stated as such.
6. How was the event accomplished; all information obtainable that tends to show exactly how the occurrence took place? In many instances, this can be a lengthy narrative. Make sure that your findings are based upon known facts.

Remember that the sequence of answering these questions may vary according to the nature of the report.

In addition there needs to be answers to Physical description items.

1. Height
2. Weight
3. race
4. Complexion
5. Eyes
6. Glasses
7. Age
8. Facial features
9. Visible scars, Marks, Tattoos
10. Hair (color, length)
11. Clothing
12. Sex
13. Voice

Report Checklists

Incident Types

1. Personal Injuries

A. Slips and Falls

- Condition of floor or walking surfaces. (Clear, spills present, wet, dry, ice or snow present, debris present, even, uneven, cracks, holes etc.) If the floor is clean and there are no apparent safety conditions, that fact should be noted.
- Condition and type of shoes worn by person who fell. (Worn heels, broken or untied laces- high heels, beach sandals, bare foot, etc.)
- Exact location of fall. (Measure from 3 prominent landmarks.)
- Position of person when first observed. (Standing, sitting on floor, sitting on chair, prone on ground.)
- Any signs of intoxication? (Odor or alcohol on breath, drinking before fall)
- Names, etc. of witnesses, who observed the fall.
- Behavior immediately before fall. (Horseplay, carrying objects, inattention, reading while walking.)
- Did person complain of injury?
- Was medical attention rendered?
- Did person refuse medical attention

B. Jump/Fall

- Exact location of jump/fall
- Position of person when first observed. (Standing, sitting, prone)
- Does person complain of injury? (Always note if the subject is injured and wishes medical attention. Note if a person accepts or refused medical attention. Note the nature of any physical complaints.)
- Names of witnesses
- Any signs of intoxication. (Odor of alcohol on breath, drinking before fall.)
- Note whether or not there are any obvious signs of injury.
- Ask the individual how they jump/fell and record the reason given.
- If the person alleges they were pushed, ask for description of the assailant and for any witnesses. Note the individual's response.
- Ask and note how person "landed". (Feet, buttocks, upper body, etc.)
- Was person accompanied by others? (Note if person is with others who are high-spirited and seem to be clowning around. Note if friends also jumped or fell.)

C. Work Related Accidents

- Remind the Supervisors of the employee, that an accident report must be completed.
- Document how the accident occurred according to the employee.
- Note if individual was actually working at the time of the accident or attending an event. Etc.
- Note the names of any witnesses and take their statements. (Ask to determine if all safety rules and regulations were followed. Note if any "horse play" contributed to the accident.)
- Document if any broken equipment or furniture, etc. contributed to the accident.

2. Illness Of A Guest/Employee

- Note physical condition and position of subject
- Record the individual's chief complaint.
- Document anything significant about the person's physical condition.
- Note how you were notified of ill person and by whom.
- Record time you were notified and the time you notified medical personnel.
- Note names of EMT's who respond and the procedures followed.
- Note any medical background information obtained from friends and family.
- After treatment by EMT's note condition of individual.

3. Physical Contact Between a Staff Member and Guest

- Specify nature of contact. (Shove, push, punched, kicked grabbed, etc.)
- What parts of the body were struck or touched
- Clearly indicate who initiated the contact
- Record the exact location of the incident.
- Note the names and addresses of all witnesses.
- Provide a detailed description of all guests involved.
- Describe what started the incident.
- Indicate exact location of incident.
- Describe injuries if any. (Note if there were no apparent injuries.)
- Indicate a disposition. (Persons arrested or ejected, individual taken to medical unit, continuing investigation by Supervisor or Police.)

4. Traffic Accident

- Note exact location of accident – position of vehicles.
- Record names and addresses of those involved and witnesses.
- Describe personal injuries if any.
- Describe damage to vehicles.
- Document license and registration, insurance information
- Note road and weather conditions – daytime, twilight, night.
- Note if any vehicles were towed and by what towing companies
- Names of medical personnel if called.
- Time of notification of Medical, Fire department.
- Position of accident victims when you arrived on scene. (In vehicles, outside, sitting, standing, prone, etc.)
- Note if Police were notified or not.

5. Formal Guest Complaint

- Describe the nature of the complaint as completely as possible
- Do not editorialize in the report – maintain objectivity
- Note if the complaint was referred to an operating department (Admissions, parking, security etc.) and who in that department talked to the individual.
- Note if the party was referred to the Police
- Record the context of the complaint – previous rowdy behavior, earlier complaint against complainant.
- Use direct quotations whenever possible in recounting guest's comments.

6. Argument Between Employee And Guest

- Obtain statements from all parties involved; use as many direct quotes as possible.
- Note names and other identifying information of all witnesses.
- State the complete progressions of the incident. (Provide the context in chronological order.)
- Note the resolution of the situation. (Was the guest referred to someone in management, etc.?)
- Note demeanor of those involved. (Agitated, calm, provoking, etc.)
- Note if any vulgarities were used. (Direct quotes.))
- Note if guest and employee had any prior contact with each other.

7. Ejections

- Record specific reasons for ejection
- Note if a picture of individual was taken
- Note if individual refused to have picture taken
- Record whether or not an ejection notice was issued
- State which Security personnel escorted the individual out of the building or off the premises.
- Record exact location to which the individual was escorted.
- Indicate the individual's demeanor while he was being escorted out.
- If the person being ejected is a minor, note the adult to whom responsibility for them was given.

8. Guest Asked to Leave Area (Accompaniment)

- Indicate if guest was previously warned about behavior, how many times and by whom.
- Note who escorted guest from area.
- Record identifying information from any witnesses.
- Indicate if banned objects (cans, bottles, banners) are involved and describe completely.
- Give specific reason for asking the guest to leave the area.
- Include disposition of matter. (Agitation, final warning, etc.)
- Indicate the names of other personnel who were involved.

9. Fires

- Exact Location.
- Description of damage
- Note location of any fire extinguishers used (for follow-up service).
- Record what fire apparatus was on the scene and what personnel.
- Note any injuries sustained by employees or guests.
- Note time Security was notified and by whom.
- Note time Fire Department was notified.
- Note suspected cause of fire.
- Record weather and other conditions, which may be material. (Windy day, lightning, etc.)
- Describe all efforts to curtail fire.
- List procedures implemented to control guests in area.

10. A Safety Problem

- How was the Security Department notified of problem?
- Give exact location of problem.
- Explain nature of problem and indicate its severity.
- Describe steps taken to alleviate problem and by whom. (Area roped off, barricaded, etc.)
- List those to be notified of problem

11. Guests Fighting With One Another

- Note any injuries to guests.
- Note they were given opportunity to go to the Police office to file a formal complaint.
- Record if complaints were signed.
- Fully describe all involved.
- Identify all witnesses.
- Describe any medical treatment rendered and by whom.
- Indicate disposition of incident.
- If minors are involved, note if parents were notified and to whom the juveniles were released.
- Note any damage to property including clothing.

12. Guests Throwing Objects

- Describe objects thrown.
- Note if objects hit anyone and describe any injuries resulting from incident.
- Indicate where thrown objects landed.
- Note if photograph of thrown object was taken.
- Describe the demeanor of person who threw object. Is there evidence of impairment?
- Describe the individual throwing the object.
- Note who reported the incident and completely identify any witnesses.
- Specific location from which objects were thrown.
- Give disposition of incident. (Guests ejected, referred to Police, etc.)

13. Lost Person

A. An Individual Reported Missing

- Note a complete description of the missing person including clothing.
- Note last known location of missing person.
- Record complete identification of individual reporting missing person.
- Indicate Security Procedures implemented to find missing person.
- Indicate disposition or conclusion of incident.

B. Lost Person (Probably A Child) Seeking Assistance

- Note time, location and circumstances when child contacts you.
- Provide complete description of child.
- Indicate all who come in contact with child.
- Explain how child became lost.
- Detail disposition of situation.
- Provide complete identification and description of person with whom child was reunited.

14. Vandalism

- Indicate the owner of the property damaged.
- Describe damage.
- If a motor vehicle is involved, complete a separate motor vehicle report.
- Note if vandalism may cause an on-going safety problem and who was or should be notified.
- Give specific location of incident.
- Note if Police were notified.
- Note if other similar acts of vandalism occurred in the same area at approximately the same time.

15. Theft of Property

- Provide estimate of time of theft.
- Describe missing property.
- Note any witnesses.
- Identify victim.
- Note if Police are involved in investigation.
- Identify location of theft.
- Note special circumstances. (Pickpocket involvement, weapons used, etc.)

16. Confiscation of Property

- Note why property was confiscated.
- Fully describe property confiscated and its condition. (Broken, opened, worn, good, etc.)
- Identify owner of property, if known.
- Which Security Personnel confiscated property?
- Indicate if property was tagged.
- Was property returned to owner and by whom?
- For controlled substances (drugs), indicate how material was passed on to Police and by whom.
- Describe demeanor of owner of property. Did he/she willingly surrender items and acknowledge problem associated with them?

BARRICADE SUPERVISOR INSTRUCTIONS

Assignment:

Staff assigned to work the barricade areas not only have one of the most important job functions, but also the most dangerous. Therefore, it is of great importance that the Supervisor of this crew maintains a thorough understanding of their job responsibilities in the oversight of their crew. You are directly responsible for the safety of your crew. It is your job to assure each and every crew member is not injured.

Responsibilities:

The following is a list of responsibilities assigned to the Barricade Supervisor:

1. Assemble your crew and assure a full complement of staff.
2. Brief your crew on their responsibilities and on our safety procedures.
3. Meet with the bands representatives to explain our procedures and learn of their concerns.
4. Place your staff in the positions best fitting their abilities.
5. Rotate crews to other areas for support and assure they return prior to each performance.
6. Rotate your staff inside the barricade as you observe them tire. Be sure each receives liquid breaks.
7. Brief every individual to you on redeploy.
8. Constantly observe your crew to assure compliance to policies and safety procedures. Remove anyone who does not comply with policy.

Supervisor Placement:

Position yourself so that you can observe your entire staff. You are not to have any involvement with the crowd nor are you to work the barricade wall. Basically you are a coach and your crew is the team. You cannot play the game but only inform the team on how to do so.

Briefing Instructions:

1. Inform the crew of their responsibilities.
 - A. Protect the stage and do not let patrons have access to it.
 - B. Assist patrons who need to get out of the pit area or who are injured by bring them out over the barricade wall.
 - C. Contain patrons who are crowd surfing as they come over the barricade wall.
 - D. Protect themselves from injury.
2. Show the crew how to contain a patron as they come over the barricade wall.
 - A. Do not lift the patron at any time. Either they come in surfing or the crowd lifts them over the wall.
 - B. With the help of other staff provide support for the patron as they come over the wall and ease them down to the ground.
 - C. Never take your eyes off the crowd. Never look away. As the patron is coming down be watching the crowd not the patron. This will protect against injury from another patron or thrown objects.
 - D. If you are alone and patron comes over the wall, assist in breaking their fall, but only to the point of being a buffer. If necessary, rather than take a chance of injury, allow patron to fall to the ground.
3. Once the patron has come over the barricade wall and is not fighting:
 - A. Walk the patron out assuring they do not turn and attempt to climb onto the stage.
 - B. Warn the patron that they have had their fun and that future attempts to come over the barricade wall could mean eviction.
 - C. After the second attempt over tell the patron the next time over they will be removed.
 - D. Evict all patrons who come over a third time.

4. Once the patron has come over the barricade wall and is aggressive or fighting remove the patron from the facility through an eviction exit. This is usually accomplished by passing the patron over to an eviction team.
5. Watch each other's back. Look out for one another. Most injuries occur by:
 - A. Attempting to lift patrons.
 - B. Attempting to catch patrons rather than buffer.
 - C. Getting struck by a foot, knee, or arm.
 - D. A thrown object.
6. Maintain liquids in your body.
7. Report physical exhaustion to the Supervisor.
8. Report any injury to the Supervisor.
9. Announce that any staff member not following procedures will be removed from the barricade assignment.

Representatives of the Act:

Often times the act representatives attempt to work the barricade area or tell our staff how to work the crowd. They need to realize that we operate under the facilities policies. Any instructions will be advice only. If it differs from the facility policy we will go by the facility procedures.

The representative may be in the barricade area, but only as an advisor or observer. They are not allowed to work the crowd.

HEAT STRESS PLAN

Starplex Corporation provides crowd management, guest services, parking and traffic services and security services to many special events during the summer months in the Northwest. Because there is a large demand for our services during peak hot weather months, Starplex Corporation is responsible for initiating a Heat Stress Plan to educate staff on the importance of hydration, to eat responsibly and to contact supervisors in the event they start to feel the effects of the heat.

Some examples of reducing the incidence of heat illness:

- Supply adequate water and encourage workers who work in hot weather to drink regularly, even when not thirsty (a cup about every 15 minutes is recommended.) Starplex Corporation management assigns staff specifically to relieve and check on staff and to help hydrate the employee.
- Learn the signs and symptoms of heat-related illness
- Workers need to avoid alcohol or drinks with caffeine before or during work in hot weather.
- Try to do the heaviest work during the cooler parts of the day.
- Adjusting to work in heat takes time. Allow workers to acclimatize. Start slower and work up to your normal pace.
- Wear lightweight, loose-fitting, breathable clothing and a hat.
- Take regular breaks from the sun. Loosen or remove clothing that restricts cooling.
- Watch co-workers for symptoms of heat-related illness. This is especially important for non-acclimatized workers, those returning from vacations and for all workers during heat-wave events.
- If exertion causes someone's heart to pound or makes them gasp for breath, become lightheaded, confused, weak or faint, they should STOP all activity and get into a cool area or at least into the shade and rest. Call for a supervisor immediately

The two major heat-related illnesses are heat exhaustion and heat stroke. Heat exhaustion, if untreated, may progress to deadly heat stroke. If workers show symptoms, always take this seriously and have them take a break and cool down before returning to work. Stay with them. If symptoms worsen or the worker does not recover within about 15 minutes, call 911 or the medics and have them transported and medically evaluated. Do not delay transport.

What are the symptoms of heat exhaustion and heat stroke?

Heat Exhaustion

- Heavy sweating
- Exhaustion, weakness
- Fainting/Lightheadedness
- Paleness
- Headache
- Clumsiness, dizziness
- Nausea or vomiting
- Irritability

Heat Stroke

- Sweating may or may not be present
- Red or flushed, hot dry skin
- Any symptom of heat exhaustion but more severe
- Confusion/Bizarre behavior
- Convulsions before or during cooling
- Collapse
- Panting/rapid breathing
- Rapid, weak pulse
- Note: May resemble a heart attack

What do you do if someone is suffering from heat exhaustion or heat stroke?"

Heat Exhaustion

- Move the worker to a cool, shaded area to rest; do not leave them alone.
- Loosen and remove heavy clothing that restricts evaporative cooling.
- Give cool water to drink, about a cup every 15 minutes
- Fan the worker, spray with cool water, or apply a wet cloth to their skin to increase evaporative cooling.
- Recovery should be rapid. Call 911 if they do not feel better in a few minutes.
- Do not further expose the worker to heat that day. Have them rest and continue to drink cool water or electrolyte drinks.

Heat Stroke (medical emergency)

- Get medical help immediately if available. Call 911 and transport as soon as possible.
- Move the worker to a cool, shaded area and remove clothing that restricts cooling.
- Seconds count – Cool the worker rapidly using whatever methods you can. For example, immerse the worker in a tub of cool water; place the worker in a cool shower; spray the worker with cool water from a garden hose; sponge the worker with cool water; or, if the humidity is low, wrap the worker in a cool, wet sheet and fan them vigorously. Continue cooling until medical help arrives
- If emergency medical personnel are delayed, call the hospital emergency room for further instruction.
- Do not give the worker water to drink until instructed by medical personnel.

At most facilities Starplex Corporation employees will have on-site medical personnel to assist them in the event they came down with heat exhaustion or heat stroke. All management personnel assigned to these events as well as the event supervisors need to communicate with the staff on the importance of hydration and eating responsibly. They need to work with relief teams and maintain an effective break system so they know where all the staff is located.

All managers when scheduling staff to outdoor events, must inform the employee of the weather conditions. They will let them know:

- Length of the shift
- How to dress
- Bring water cooler. If not one will be provided
- Do not drink pop or caffeine products
- Wear sunscreen. Events will also have sunscreen available.
- Urge they bring a hat, especially if they have thin hair or no hair.
- Bring Food to eat. At most events food is available at concession stands. Starplex Corporation offers ice to staff for their coolers at events.
- If staff has problems in the heat managers will assign them areas where they are out of the sun when possible. Otherwise they will not be scheduled.

Reporting heat problems is very important at our events. Because of the large number of staff all employees need to assist management monitoring each other's health in the weather environment and to report to your supervisor anyone you feel may be showing signs of heat exhaustion or heat stroke.

Staff need to fill out appropriate injured worker forms and ensure they are turned into the Event Supervisor.



INCLEMENT WEATHER POLICY & PROCEDURES

Each Venue that Starplex/CMS provides services for will have their own standardized inclement weather policy and procedures. Starplex/CMS will adapt its own plan to follow each individual client policy.

PURPOSE

The purpose of having an inclement weather policy is to be informative and give direction to our employees, the guests and participants in events we are providing services for.

OBJECTIVE

The objective of this policy is to establish guidelines by which decisions will be made on carrying out instructions from clients on cancellations, delays and or rescheduling of events due to inclement weather conditions.

POLICY

Starplex/CMS is committed to the safety and security of its employees, clients' employees, and guests. As such, during events where clients make a decision to cancel or postpone events because of the safety or overall concern for everyone attending an event, Starplex/CMS has installed training mechanisms to assist our employees with shutdown, postponement, or rescheduling of events. Starplex/CMS has created emergency procedures plans, or has been trained on clients own emergency plans, for the safe exit and evacuation of guests.

GENERAL PROCESS

In the event of potential inclement weather, the threat of weather or natural disasters such as earthquakes, tornados, floods, or threats to the venue, (firs, building collapse, chemical contamination) the client will implement its inclement weather and/or emergency procedures plan. Select Starplex/CMS employees will be assigned to assist the elderly and physically challenged to perform whatever the client deems necessary for the particular inclement weather situation.

HOLD IN PLACE

There are times when clients will hold guests of an event in place instead of an evacuation due to inclement weather such as lightening, high winds, and/or tornadoes. Employees would assist guests to designated "hold in place" areas.

CANCELLATION OF EVENTS

If a client decides to cancel an event due to inclement weather after staff have been checked in each employee would be paid a two-hour minimum for show up time. If the event is going the employees will continue to work to assist guests from the venue. Starplex/CMS would refer to the particular client emergency procedures plan to assist guests out of the venue.

PRE-EXISTING INCLEMENT WEATHER PROCEDURES

Starplex/CMS management will contact its employees to dress appropriately based on the inclement weather and prepare themselves for the upcoming event. This includes dress attire and/or layering of clothing based on the type of inclement weather.



From all of us at CMS | Thank you for your time and consideration



cms

Protect the Fun

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

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

Washington State Department of Revenue

[Services](#)[Business Lookup](#)

STARPLEX CROWD MGMT

License Information:

[New search](#) [Back to results](#)

Entity name: STARPLEX CORPORATION

Business name: STARPLEX CROWD MGMT

Entity type: Profit Corporation

UBI #: 601-120-394

Business ID: 001

Location ID: 0001

Location: Active

Location address: 907 W SHARP AVE
SPOKANE WA 99201-2519Mailing address: 12722 NE AIRPORT WAY
PORTLAND OR 97230-1027Excise 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	T12066215BUS			Active	May-31-2020	Oct-15-2012

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

Governing people	Title
MAENZA, LOUISE	
NELSON, JEFFREY	
SCOTT, RANDY	

Registered Trade Names

Registered trade names	Status	First issued
DEPT OF LICENSING BRANCH OFFICE - SECURITY GUARD BUS.	Active	Jan-22-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 10/30/2019 12:47:27 PM

Working together to fund Washington's future



Agenda Sheet for City Council Meeting of:
11/11/2019

Date Rec'd	10/30/2019
Clerk's File #	OPR 2019-0962
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SETH HACKENBERG X4146
Contact E-Mail	SHACKENBERG@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0560 - DUI COURT CANDIDATE GRANT AWARD

Agenda Wording

Grant from the Washington Traffic Safety Commission to assist the DUI Court participants with the cost of random urinalysis testing, and the department with supplies and training.

Summary (Background)

The candidate grant funds will be used to assist financially challenged participants to pay for random urinalysis testing. In addition, grant funds will pay for team travel and training expenses, and supplies.

<u>Fiscal Impact</u>		Grant related? YES	<u>Budget Account</u>	
		Public Works? NO		
Revenue	\$ 67,000		# 1360-91206-99999-33320-99999	
Expense	\$ 67,000		# 1360-91206-12500-5xxxx-99999	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>		DELANEY, HOWARD	<u>Study Session</u>	PCS 11/04/19
<u>Division Director</u>		STAAB, TRACY	<u>Other</u>	
<u>Finance</u>		BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>		PICCOLO, MIKE	shackenberg@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL	hhorstketter@spokanecity.org	
<u>Additional Approvals</u>			rkokot@spokanecity.org	
<u>Purchasing</u>				
<u>GRANTS & CONTRACT MGMT</u>		STOPHER, SALLY		

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Municipal Court

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Municipal Court, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.608, for traffic safety grant project 2020-AG-3577-Spokane Municipal DUI Court.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2019, and remain in effect until September 30, 2020 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

3.1 SCOPE OF WORK

Project Summary:

The Spokane DUI Court aims to decrease the number of DUI's for the high risk/high needs repeat DUI Offender. In the past four years, Spokane Municipal Court saw an average of 51 repeat DUI offenders. This average continues to rise with the implementation of the Spokane Police Department (SPD) DUI enforcement Project. The Spokane DUI Court engages with defendants using a comprehensive approach that creates heightened accountability and a pathway to recovery. The treatment court utilizes national best practice tools to guide the implementation of the program.

Program Strategies:

1. Sustained DUI Court programming addressing repeat high risk/high need DUI offenders

2. Accurate, timely and comprehensive assessment of unauthorized substance use throughout participant's enrollment in the DUI Court. Testing will be observed, frequent and random with accurate and reliable results. Random testing will be required for the full duration of the probation period. DUI Court participants will be required to have 24/7 alcohol monitoring bracelets until later phases.
3. Phased programming in accordance with Adult Drug Court Best Practices.
4. Ongoing assessments including a CARS assessment and an alcohol/drug assessment during pretrial. Treatment will include a cognitive behavioral change approach.
5. Law Enforcement engagement in DUI Court staffing, court hearings, curfew checks and random home visits.

Program Activities:

1. Identify the repeat DUI offender at 1st appearance. This will be a collaborative approach by the Prosecutor and Defense Attorney's.
2. Email DUI Court referrals to probation and instruct their client to contact probation to schedule a CARS assessment and complete an alcohol/drug evaluation through a state certified agency.
 - a. All referrals will be staffed using a collaborative team approach. If accepted, the court will schedule the participant to the next available DUI Court docket for expediency and to avoid unnecessary continuances.
3. Provide accurate, timely and comprehensive assessment of unauthorized substance use throughout participants enrollment in the DUI Court. Testing will be observed, frequent and random with accurate and reliable results. Random testing will be required for the full duration of the probation period. DUI Court participants will be required to have 24/7 alcohol monitoring bracelets until later phases.
4. Intensive supervision through probation, court and law enforcement. The participant will be required to meet with probation on a weekly basis and attend court hearings bi-weekly. The participant will also be subject to curfew and random home visits by law enforcement.
5. Follow and adjust phase structure as need
6. Mental Health treatment and cognitive behavior therapy classes.
7. Use incentives on a 2 to 1 ratio with sanctions as specified in Adult Drug Court Best Practices
8. Continue to work with an assigned evaluator to complete a thorough evaluation. The court will share data and results with Washington Traffic Safety Commission and other jurisdictions to support the Target Zero Plan.
9. Annual team training.

Output Measures: Number of

New Defendants
 Defendants Graduated
 CARS Screenings
 Law Enforcement home visits
 Bench Warrants Ordered
 Hearings/PO Meetings
 Treatment Reviews Held
 Program Violations
 Violations found
 Sanction imposed
 Testing and Vouchers
 Compliant Biological Tests
 Non-Compliant Biological Tests

Defendants Relapsed

Bus Passes Given

3.2. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description and	Completed Date
End of Fiscal year 2019 team retreat	09/20/2020
Review DUI Court policy and procedures	09/30/2020
Review recidivism	09/30/2020
Review violations and relapses	09/30/2020
Quarterly team retreat	09/30/2020
Bi-Annual program evaluations	09/30/2020

3.3. COMPENSATION

3.3.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$67,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.3.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10.

3.3.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.3.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.4. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits	\$0.00
Travel	\$12,000.00

Contract Services	\$50,000.00
Equipment (listed in the table below)	\$0.00
Goods or other expenses	\$5,000.00
Indirect Costs	\$0.00
TOTAL	\$67,000.00

Travel: \$12,000.00

Expenses related to core team members to attend NADCP conference including per diem; airfare; lodging.

Goods and other expenses: \$5,000.00

\$4,000.00 Registration fees associated with core team members attending NADCP conference

\$1,000.00 Day planners for DUI Court participants

Contract Services: \$50,000.00

\$50,000.00 will be used to support sobriety through random urinalysis testing. If the participant has ability to pay for testing, those grant funds will not be used.

(Note: Project Director will follow local procurement policy for 3rd party contract services.)

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit quarterly progress reports and a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. Upon approval by WTSC, the final report may be submitted in lieu of the fourth quarter report, if the report thoroughly covers the entirety of all grant activities conducted during the course of the fourth quarter and the entire grant period. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC, its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, must be received by WTSC no later than August 10, 2020. All invoices for goods received or services performed between July 1, 2020, and September 30, 2020, must be received by WTSC no later than November 15, 2020. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance

under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of

which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns

that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Hans Horstketter hhorstketter@spokanecity.org 509-622-5804	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Municipal Court

**Howard F.
Delaney**

Digitally signed by Howard F. Delaney
DN: cn=Howard F. Delaney, o=Spokane
Municipal Court, ou=Court Commissioner,
email=hdelaney@spokanecity.org, c=US
Date: 2019.09.27 12:29:24 -0700

Signature

Howard F. Delaney

Printed Name

Court Administrator

Title

September 27, 2019

Date

WASHINGTON TRAFFIC SAFETY COMMISSION



Signature



Printed Name

Deputy Director

Title

10-1-19

Date



Agenda Sheet for City Council Meeting of:
11/11/2019

Date Rec'd	10/28/2019
Clerk's File #	OPR 2019-0963
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	2020 BUDGET

Submitting Dept	NEIGHBORHOOD & BUSINESS SERVICES
Contact Name/Phone	KARIN JANSSEN 6147
Contact E-Mail	KJANSSEN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	CHASE YOUTH COMMISSION CONTRACT

Agenda Wording

Chase Youth Foundation Contract Renewal

Summary (Background)

The City of Spokane provides supplemental funding to the Chase Youth Foundation. The renewal of this contract will provide funding in the amount of \$45,000 for the Chase Youth Commission for services provided by the Chase Youth Commission in the 2020 calendar year.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Expense	\$ \$45,000	# 0580-53110-71230-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u> PSCHC
<u>Division Director</u>	DUVALL, MEGAN	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	kjanssen@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	ccortright@spokanecity.org
<u>Additional Approvals</u>		chaseyouthspokane@gmail.com
<u>Purchasing</u>		cbrazington@spokanecity.org



City of Spokane
MEMORANDUM OF UNDERSTANDING
CITY OF SPOKANE AND
JAMES E. CHASE YOUTH COMMISSION AND
CHASE YOUTH FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the CITY OF SPOKANE, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and the JAMES E. CHASE YOUTH COMMISSION, organized pursuant to section 4.23.010 of the Spokane Municipal Code, located at 10 North Post Street, Suite 649, Spokane, Washington 99201 ("Chase Youth Commission"); and the CHASE YOUTH FOUNDATION, a non-profit corporation, located at 10 North Post Street, Suite 649, Spokane, Washington 99201 ("Chase Youth Foundation").

WHEREAS, for the general purpose of providing a structure within local government to serve as a voice for youth, the City established the James E. Chase Youth Commission, to advise and make recommendations to the City regarding policies, programs, planning, budgets, staffing and other matters relating to the quality of life of Spokane area children and youth; and

WHEREAS, the Chase Youth Foundation was formed to be a fund-raising arm of the Youth Department and the Chase Youth Commission; and

WHEREAS, due to funding cuts, the City eliminated its Youth Department, but is committed to promoting programs for the youth of the Spokane area;

- - Now, Therefore,

The parties agree as follows:

1. TERM. This MOU shall take effect January 1, 2020 and shall terminate on December 31, 2024. It is the intent of the parties to continue this MOU in future years, subject to funding allocations. This MOU may be terminated earlier, by mutual consent of all parties. In the event of termination, the Chase Youth Foundation shall provide the City with an accounting of all funds in its possession and transfer those receipts, along with any restrictions thereon, to the Chase youth Commission.
2. CHASE YOUTH COMMISSION MISSION AND GOALS.
 - A. The intent of the Chase Youth Commission is to improve the quality of life for children and youth in the Spokane area by creating and maintaining a positive environment for all Spokane area youth through partnerships that foster community resources for youth involvement, leadership, recognition and empowerment.

B. The goals of the Chase Youth Commission are to:

- 1) Be a community leader in the identification of Issues affecting youth;
- 2) Serve as an advocate for youth needs and improvement in youth policies, and to directly engage the community in this process;
- 3) Involve youth in the community decision-making process;
- 4) Recognize accomplishments of children and youth and promote the value of youth in our community; and
- 5) Develop new programs, initiatives and resources for youth.

3. CHASE YOUTH FOUNDATION REPRESENTATIONS. The Chase Youth Foundation represents and acknowledges the following with regard to its operation, creation and purposes:

- A. The Chase Youth Foundation is created and operated primarily in support of the Chase Youth Commission's Vision, mission and goals, and its work will be compatible with these interests and goals;
- B. The Chase Youth Foundation will operate as a private legal entity separate and apart from the City and the Chase Youth Commission;
- C. The Chase Youth Foundation will use sound fiscal and auditing procedures;
- D. The Chase Youth Foundation will not interfere with day-to-day Chase Youth Commission operations; and
- E. The Chase Youth Foundation will maintain its status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.

4. PROGRAMS.

- A. Programs and services must be designed to recognize and honor contributions of area youth to community, schools and/or government, provide opportunities for youth to become involved in local and state governmental activities, including shaping public policy, developing opportunities for youth to advance leadership skills and facilitate personal growth;
- B. The Chase Youth Commission shall submit semi-annual reports detailing program activities (deliverables) to the Mayor or designee; and
- C. In addition to general support for youth engagement and skill building as in Section 3, the Chase Youth Commission will at a minimum host:
 - 1) One (1) event, open to the general public, which recognize teen's positive attributes and contributions to our community; and
 - 2) A youth led public policy forum on a topic impacting youth and the broader community.

- D. Provide meeting support and direction for the Teen Advisory Council (TAC) which currently meets monthly as a regular body, plus meets with Chase Youth Commission to work on projects; and
5. **FUNDING.** The City agrees for 2020 to provide a maximum not to exceed FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) to the Chase Youth Foundation as fiscal agent for the Chase Youth Commission for services provided by the Chase Youth Commission in the 2020 calendar year. Future annual funding allocations are subject to available funds, and shall be mutually discussed between the parties before allocation. Payment shall be made quarterly in arrears of services performed. Changes to the amount of funding shall be set forth in an amendment to the MOU.
6. **ACCOUNTABILITY AND STEWARDSHIP.** As the parties want to maintain the highest levels of accountability and stewardship, the parties shall share information with the each other as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure programs are successfully provided, donated funds are accounted for, and expenditures are made in accordance with donors' wishes. The Chase Youth Commission and Chase Youth Foundation shall provide a current list of their officers and directors to the City.
7. **FINANCIAL PROCEDURES.**
- A. **FINANCIAL STATEMENTS.** The Chase Youth Foundation shall maintain financial records in accordance with Generally Accepted Accounting Principles (GMP); and
- B. **INSPECTION OF CHASE YOUTH FOUNDATION RECORDS.** Because private funds are raised to support public projects, the Chase Youth Foundation will permit, on reasonable notice, authorized City officials or their designees to inspect all Chase Youth Foundation books and records, except to the extent the inspection violates rights to privacy or confidential donor information.
8. **CITY'S ASSISTANCE TO THE CHASE YOUTH COMMISSION AND CHASE YOUTH FOUNDATION.** As long as the Chase Youth Commission and Chase Youth Foundation comply with all provisions of this MOU, the City will assist them in the following manner:
- A. Allow the Chase Youth Commission and Chase Youth Foundation to use the name and images of the City of Spokane;
- B. Provide the Chase Youth Commission with assistance in Chase Youth Commission activities at the discretion of the Mayor or designee, and consistent with what is permitted under state and federal law; and
- C. Assist the Chase Youth Foundation by suggesting and recommending donors and contributions to the Chase Youth Foundation.
9. **ENTIRE AGREEMENT.** This MOU represents a full integration of the parties' entire agreement with respect to the matters specified herein.
10. **GOVERNING LAW AND VENUE.** It is understood that this MOU shall be governed by, construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this MOU shall be in a court of competent jurisdiction located in the County of Spokane, Washington.

11. SEVERABILITY. Any provision of the MOU which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.
12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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 parties agree 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 parties.
13. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in the agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this MOU.
14. LIABILITY. The Chase Youth Foundation shall indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Chase Youth Foundation's performance of this MOU, except to the extent of those claims arising from the sole negligence of the City, its officers and employees. The Chase Youth Foundation's liability shall be limited to the maximum amounts of insurance coverage in section 16 (below).
15. INSURANCE. During the term of the MOU, the Chase Youth Foundation shall maintain in force at its own expense, the following types and amounts of insurance:
- A. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Chase Youth Foundation's services to be provided under this MOU; and
 - B. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily Injury and property damage, including coverage owned, hired or non-owned vehicles. 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 Chase Youth Foundation or its insurer(s) to the City. As evidence of the insurance Coverages required by this MOU, the Chase Youth Foundation shall furnish an acceptable Insurance certificate to the City at the time the Chase Youth Foundation returns the signed MOU.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

City Clerk

Dated: _____

Dated: _____

Approved as to form:

Assistant City Attorney

JAMES E. CHASE YOUTH COMMISSION

By: _____
Title: _____

CHASE YOUTH FOUNDATION

By: _____
Title: _____

19-188



Agenda Sheet for City Council Meeting of: 11/11/2019

<u>Date Rec'd</u>	10/18/2019
<u>Clerk's File #</u>	OPR 2019-0964
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	2020 BUDGET

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS SERVICES
<u>Contact Name/Phone</u>	KARIN JANSSEN 6147
<u>Contact E-Mail</u>	KJANSSEN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	NORTHEAST COMMUNITY CENTER OPERATIONAL FUNDING

Agenda Wording

Northeast Community Center operations contract for 1/1/2020 - 12/31/2024

Summary (Background)

Northeast Community Center provides a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Expense	\$ 125,905.00	# 0350-57300-75500-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u> Pulic Safety (11/4/19)
<u>Division Director</u>	DUVALL, MEGAN	<u>Other</u>
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	ccortright@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kjanssen@spokanecity.org
<u>Additional Approvals</u>		korlob@spokanecity.org
<u>Purchasing</u>		drichardson@necommunitycenter.net



City of Spokane

CONTRACT

Title: **NORTHEAST COMMUNITY
CENTER FUNDING**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NORTHEAST COMMUNITY CENTER ASSOCIATION**, a 501(C)(3) non-profit corporation, whose address is 4001 North Cook Street, Spokane, Washington 99207, as ("Northeast Community Center"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Northeast Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the Northeast Community Center for the purpose of serving the needs of the Northeast Community Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital.

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

1. PERFORMANCE. The Northeast Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, Northeast Community Center may use City funding to meet these needs with prior written approval from the City.

2. PERFORMANCE REPORTING. Quarterly reports are due upon submission of the quarterly invoice identified under the Payment section of this Contract. The Northeast Community Center shall submit a quarterly report to the City's Community Engagement Programs Manager that includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones.

3. COMPENSATION. Each calendar year of the multi-year term, the City shall pay **ONE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FIVE AND 00/100 DOLLARS (\$125,905.00)** from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials, and direct client assistance. City funds may be used as match dollars for third-party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the

Northeast Community Center through donor development, grant writing, or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Northeast Community Center (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

Requests for increases in funding must be received by June 1st for consideration in the next year's budget. Requests must thoroughly substantiate the need for additional funding. Requests for an increase in funding are not guaranteed and are based on budgetary constraints and are at the discretion of the City. Changes to the amount of compensation shall be set forth in an amendment to the contract.

4. PAYMENT. The Northeast Community Center shall send quarterly invoices in the amount of one-fourth (1/4) of the total Contract to the City's Community Engagement Programs Manager, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3317. Payment shall be made within thirty (30) days of receipt of the Northeast Community Center's invoice.

5. TERM. This Contract shall begin January 1, 2020 and run through December 31, 2024, unless terminated earlier, with the possibility of additional one-year extensions upon mutual agreement of the parties.

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

7. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

8. TAXES. The Northeast Community Center shall be solely responsible for all pertinent taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

9. INSURANCE. During the term of the Contract, the Northeast Community Center shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 Northeast Community Center's services to be provided under this Contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the Northeast Community Center's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Northeast Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Northeast Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify the City as "additional insured," and all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by AM Best. Copies of all applicable endorsements shall be provided. The Northeast Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. AUDIT. The Northeast Community Center shall maintain for a minimum of three (3) years following final payment, all records related to its performance of the Contract. The Northeast Community Center shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such records. 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.

11. INTERNAL AUDITING CONTROL. The Northeast Community Center shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP) and non-profit accounting and financial reporting standards.

12. LIABILITY.

- A. The Northeast Community Center shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the Northeast Community Center its officers, employees, and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees, and agents. If an action, claim or proceeding instituted by a third part is directed at work or action taken by the Northeast Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Northeast Community Center from any expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.
- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and, solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement and formalized with the same formality as this Contract.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws, and regulations applicable to the subject matter of this Contract.

15. ASSIGNMENTS. Neither party may assign, transfer, or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered a future waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes an integration of the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

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

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

**NORTHEAST COMMUNITY
CENTER ASSOCIATION**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of: 11/11/2019

<u>Date Rec'd</u>	10/18/2019
<u>Clerk's File #</u>	OPR 2019-0965
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	2020 BUDGET

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS SERVICES
<u>Contact Name/Phone</u>	KARIN JANSSEN 6147
<u>Contact E-Mail</u>	KJANSSEN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	SOUTHWEST COMMUNITY CENTER OPERATIONAL FUNDING

Agenda Wording

Southwest Community Center operations contract for 1/1/2020 - 12/31/2024

Summary (Background)

Southwest Community Center provides a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 37,101.00		# 0350-57400-75500-54201-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u> Public Safety (11/4/190
<u>Division Director</u>	DUVALL, MEGAN	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	ccortright@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kjanssen@spokanecity.org
<u>Additional Approvals</u>		korlob@spokanecity.org
<u>Purchasing</u>		mreilly1950@outlook.com



City of Spokane

CONTRACT

**Title: SOUTHWEST SPOKANE
COMMUNITY CENTER FUNDING**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **SOUTHWEST SPOKANE COMMUNITY CENTER**, a 501(C)(3) non-profit corporation, whose address is 310 South Spruce Street, Spokane, Washington 99201, as ("Southwest Community Center"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Southwest Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the Southwest Community Center for the purpose of serving the needs of the Southwest Community Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital.

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

1. PERFORMANCE. The Southwest Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, Southwest Community Center may use City funding to meet these needs with prior written approval from the City.

2. PERFORMANCE REPORTING. Quarterly reports are due upon submission of the quarterly invoice identified under the Payment section of this Contract. The Southwest Community Center shall submit a quarterly report to the City's Community Engagement Programs Manager that includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones.

3. COMPENSATION. Each calendar year of the multi-year term, the City shall pay **THIRTY SEVEN THOUSAND ONE HUNDRED ONE AND 00/100 DOLLARS (\$37,101.00)** from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials, and direct client assistance. City funds may be used as match dollars for third-party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the Southwest Community

Center through donor development, grant writing, or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Southwest Community Center (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

Requests for increases in funding must be received by June 1st for consideration in the next year's budget. Requests must thoroughly substantiate the need for additional funding. Requests for an increase in funding are not guaranteed and are based on budgetary constraints and are at the discretion of the City. Changes to the amount of compensation shall be set forth in an amendment to the contract.

4. PAYMENT. The Southwest Community Center shall send quarterly invoices in the amount of one-fourth (1/4) of the total Contract to the City's Community Engagement Programs Manager, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3317. Payment shall be made within thirty (30) days of receipt of the Southwest Community Center's invoice.

5. TERM. This Contract shall begin January 1, 2020 and run through December 31, 2024, unless terminated earlier, with the possibility of additional one-year extensions upon mutual agreement of the parties.

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

7. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

8. TAXES. The Southwest Community Center shall be solely responsible for all pertinent taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

9. INSURANCE. During the term of the Contract, the Southwest Community Center shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 Southwest Community Center's services to be provided under this Contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the Southwest Community Center's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Southwest Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Southwest Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify the City as "additional insured," and all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by AM Best. Copies of all applicable endorsements shall be provided. The Southwest Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. AUDIT. The Southwest Community Center shall maintain for a minimum of three (3) years following final payment, all records related to its performance of the Contract. The Southwest Community Center shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such records. 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.

11. INTERNAL AUDITING CONTROL. The Southwest Community Center shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP) and non-profit accounting and financial reporting standards.

12. LIABILITY.

- A. The Southwest Community Center shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the Southwest Community Center its officers, employees, and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees, and agents. If an action, claim or proceeding instituted by a third part is directed at work or action taken by the Southwest Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Southwest Community Center from any expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.
- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and, solely for the purposes of this

indemnification, each party specifically waives any immunity under Title 51 RCW.
The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement and formalized with the same formality as this Contract.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws, and regulations applicable to the subject matter of this Contract.

15. ASSIGNMENTS. Neither party may assign, transfer, or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered a future waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes an integration of the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

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

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

**SOUTHWEST SPOKANE
COMMUNITY CENTER**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of: 11/11/2019

<u>Date Rec'd</u>	10/18/2019
<u>Clerk's File #</u>	OPR 2019-0966
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	2020 BUDGET

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS SERVICES
<u>Contact Name/Phone</u>	KARIN JANSSEN 6147
<u>Contact E-Mail</u>	KJANSSEN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	WEST CENTRAL COMMUNITY CENTER OPERATIONAL FUNDING

Agenda Wording

West Central Community Center operations contract for 1/1/2020 - 12/31/2024

Summary (Background)

West Central Community Center provides a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 111,940.00		# 0350-57200-75500-54201
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u> Public Safety (11/4/19)
<u>Division Director</u>	DUVALL, MEGAN	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	ccortright@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kjanssen@spokanecity.org
<u>Additional Approvals</u>		korlob@spokanecity.org
<u>Purchasing</u>		kferraro@westcentralcc.org



City of Spokane

CONTRACT

**Title: WEST CENTRAL COMMUNITY
DEVELOPMENT ASSOCIATION FUNDING**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION**, a 501(C)(3) non-profit corporation, whose address is 1603 North Belt, Spokane, Washington 99205, as ("West Central Community Center"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the West Central Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the West Central Community Center for the purpose of serving the needs of the West Central Community Center's surrounding neighborhood in the areas of health care, food security, education , employment, housing, family services and civic capital.

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

1. PERFORMANCE. The West Central Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, West Central Community Center may use City funding to meet these needs with prior written approval from the City.

2. PERFORMANCE REPORTING. Quarterly reports are due upon submission of the quarterly invoice identified under the Payment section of this Contract. The West Central Community Center shall submit a quarterly report to the City's Community Engagement Programs Manager that includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones.

3. COMPENSATION. Each calendar year of the multi-year term, the City shall pay **ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED FORTY AND 00/100 DOLLARS (\$111,940.00)** from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials, and direct client assistance. City funds may be used as match dollars for third-party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the

West Central Community Center through donor development, grant writing, or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the West Central Community Center (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

Requests for increases in funding must be received by June 1st for consideration in the next year's budget. Requests must thoroughly substantiate the need for additional funding. Requests for an increase in funding are not guaranteed and are based on budgetary constraints and are at the discretion of the City. Changes to the amount of compensation shall be set forth in an amendment to the contract.

4. PAYMENT. The West Central Community Center shall send quarterly invoices in the amount of one-fourth (1/4) of the total Contract to the City's Community Engagement Programs Manager, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3317. Payment shall be made within thirty (30) days of receipt of the West Central Community Center's invoice.

5. TERM. This Contract shall begin January 1, 2020 and run through December 31, 2024, unless terminated earlier, with the possibility of additional one-year extensions upon mutual agreement of the parties.

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

7. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

8. TAXES. The West Central Community Center shall be solely responsible for all pertinent taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

9. INSURANCE. During the term of the Contract, the West Central Community Center shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 West Central Community Center's services to be provided under this Contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the West Central Community Center's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the West Central Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the West Central Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify the City as "additional insured," and all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by AM Best. Copies of all applicable endorsements shall be provided. The West Central Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. AUDIT. The West Central Community Center shall maintain for a minimum of three (3) years following final payment, all records related to its performance of the Contract. The West Central Community Center shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such records. 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.

11. INTERNAL AUDITING CONTROL. The West Central Community Center shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP) and non-profit accounting and financial reporting standards.

12. LIABILITY.

- A. The West Central Community Center shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the West Central Community Center its officers, employees, and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees, and agents. If an action, claim or proceeding instituted by a third part is directed at work or action taken by the West Central Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the West Central Community Center from any expenses connected with the defense, settlement, or monetary judgement ensuing from such actions, claims, or proceedings.
- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and, solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement and formalized with the same formality as this Contract.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws, and regulations applicable to the subject matter of this Contract.

15. ASSIGNMENTS. Neither party may assign, transfer, or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered a future waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes an integration of the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

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

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

**WEST CENTRAL COMMUNITY
DEVELOPMENT ASSOCIATION**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
11/11/2019

<u>Date Rec'd</u>	10/30/2019
<u>Clerk's File #</u>	ORD C35835
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MUNICIPAL COURT
<u>Contact Name/Phone</u>	SETH HACKENBERG X4146
<u>Contact E-Mail</u>	SHACKENBERG@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0560 - SBO - DUI CANDIDATE COURT GRANT

Agenda Wording

Amending Ordinance No. C-35703 and appropriating funds in the Miscellaneous Grant Fund. This amendment will add revenue and expenses in the budget for the DUI Candidate Court Grant received from the Washington Traffic Safety Commission.

Summary (Background)

Washington Traffic Safety Commission is providing funding for drug testing and training related to the DUI Candidate Court.

<u>Fiscal Impact</u>		Grant related? YES	<u>Budget Account</u>	
		Public Works? NO		
Revenue	\$ 67,000		#	1360-91206-99999-33320-99999
Expense	\$ 67,000		#	1360-91206-12500-5XXXX-99999
Select	\$		#	
Select	\$		#	
<u>Approvals</u>		<u>Council Notifications</u>		
<u>Dept Head</u>	DELANEY, HOWARD	<u>Study Session</u>	PSC 11/4/19	
<u>Division Director</u>	STAAB, TRACY	<u>Other</u>		
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>		
<u>Legal</u>	PICCOLO, MIKE	SHackenberg@spokanecity.org		
<u>For the Mayor</u>	ORMSBY, MICHAEL	HHorstketter@spokanecity.org		
<u>Additional Approvals</u>		rkokot@spokanecity.org		
<u>Purchasing</u>				
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY			

ORDINANCE NO C35835

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Miscellaneous Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Grant Fund, and the budget annexed thereto with reference to the Miscellaneous Grant Fund, the following changes be made:

FROM:	1360-91206	Miscellaneous Grant Fund	
	99999-33320	DOT	<u>67,000</u>
			<u>\$ 67,000</u>
TO:	1360-91206	Miscellaneous Grant Fund	
	12500-53101	Supplies	1,000
	12500-54101	Contractual Services	50,000
	12500-54902	Registration fees	4,000
	12500-54406	Travel	12,000
			<u>\$ 67,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the 2019 DUI Candidate Court Grant from DOT passed thru from the Washington Traffic Safety Commission, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

11/11/2019

Date Rec'd

10/11/2019

Clerk's File #

RES 2019-0099

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

5300 ASSETPOINT TABWARE

Cross Ref #

OPR 2014-0732

Project #**Bid #****Requisition #**

CR21084

Agenda Wording

Authorization to execute Contract and Sole Source Resolution with AssetPoint, LLC, for 2-year maintenance and support of TabWare Asset Management System. Term: Nov 15, 2019 - Nov 14, 2021. 2019 funds-\$31,597.50; 2020 funds-\$33,809.32 inc. tax.

Summary (Background)

All equipment maintenance and purchasing history for the Waste to Energy is maintained with AssetPoint's TabWare software. AssetPoint is the sole provider of TabWare. The previous contract OPR 2014-0732 was for 5 years with a cost of \$126,040.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 31,597.50 inc tax

4490-44100-37148-54201 (2019/2020 Funds)

Expense \$ 33,809.32 inc tax

4490-44100-37148-54201 (2021 Funds)

Select \$

#

Select \$

#

Approvals**Dept Head**

SLOON, MICHAEL

Division Director

FINCH, ERIC

Finance

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

PIES 9/23/19

Other**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - aduffey@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Neil Goldstein - legal-northamerica@aptean.com

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Innovation and Technology Services Division
Subject:	AssetPoint, LLC, 2-year maintenance renewal
Date:	September 23, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	TabWare® 2-year Software Maintenance and Support Utilizing Budget Account #4490-44100-37148-54201
Strategic Initiative:	Sustainable Resources
Deadline:	November 14, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing maintenance and support for 2019 and 2020.
Background/History: All equipment maintenance and purchasing history for the Waste to Energy is maintained with AssetPoint's TabWare® software. AssetPoint is the sole provider of TabWare®. The previous contract was for 5 years with a cost of \$126,040. Original contract is OPR 2014-0732.	
Executive Summary: <ul style="list-style-type: none"> Contract with AssetPoint, LLC for a 2-year Software Maintenance and Support of the City's TabWare® Asset Management System. Requesting \$65,406.82 including tax for the renewal of this contract. Term is November 15, 2019 – November 14, 2021. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

RESOLUTION 2019-0099

A RESOLUTION declaring TabWare® Asset Management System as a sole source for use in the City's Waste To Energy (WTE) Facility and authorizing staff to negotiate and execute a contract with AssetPoint, LLC for a 2019-2020 cost of \$65,406.82, including taxes.

WHEREAS, the City took over responsibility of the entire operation of the WTE Facility from Wheelabrator on November 17, 2014 in which AssetPoint's Asset Management System was the solution in place as of this date; and

WHEREAS, the WTE Facility currently uses TabWare® as a sole source provider to supply its system for maintenance of the waste to electricity assets; and

WHEREAS, the WTE Facility has utilized the TabWare® Asset Management System for the past 18 years; and

WHEREAS, TabWare® provides functionality which includes asset hierarchy, preventive maintenance procedures, work orders and the management and planning of spare parts; and

WHEREAS, TabWare® Software also "links" purchasing so it can be either stand alone or interfaced with existing purchasing systems, as well as data mining, which includes reporting and analytics dashboards; and

WHEREAS, all of the WTE Facilities equipment history, purchases, work orders (standard, safety and emergency), planned maintenance and so on are archived within TabWare®, and this information is critical to the future operations of the WTE Facility; and

WHEREAS, TabWare® Software is the sole provider of this licensed and patented product, is the sole provider of items that are compatible with existing equipment, inventory, systems, programs or services, as well as the sole provider of factory-authorized warranty service, and goods or services that will meet the specialized needs of the City to perform the intended function; and

WHEREAS, the TabWare® is a patented good only available from AssetPoint, which additionally is the only provider of training, support, and future product enhancements for TabWare®; and

-- Now, Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares the TabWare® is a sole source Asset Management System from AssetPoint, LLC, 770 Pelham Road, Greenville, South Carolina 29615, and

BE IT FURTHER RESOLVED that staff is authorized to negotiate and execute a two-year contract with AssetPoint, LLC, at a cost of \$65,406.82, including tax.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane

CONTRACT AMENDMENT

Title: **SOFTWARE SUPPORT
AND MAINTENANCE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ASSETPOINT, LLC**, whose address is 770 Pelham Road, Greenville, South Carolina 29615 as ("**Contractor**"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to provide for the City Tabware® Software, Maintenance and Support for Use at the City's Waste to Energy Facility (WTEF); and*

WHEREAS, the original Contract covered the first year of yearly support and yearly hosting fees; this Contract Amendment will cover the yearly support and yearly hosting fees for the next two (2) years, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 17, 2014, 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 TERM.

This Contract Amendment shall become effective on November 15, 2019 and shall run through November 14, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY FIVE THOUSAND FOUR HUNDRED SIX AND 82/100 DOLLARS (\$65,406.82)** including applicable taxes, in accordance with AssetPoint's Amendment to Agreement, attached hereto, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document. In the event of a discrepancy between the documents this City Contract controls.

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

ASSETPOINT, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

David A. Condon
Type or Print Name

Title

Mayor, City of Spokane
Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
AssetPoint's Amendment to Agreement

**AMENDMENT TO AGREEMENT
BETWEEN
City of Spokane ("Customer")
AND
AssetPoint LLC ("Aptean")**

This Amendment amends that certain Contract, between Customer and Aptean with an effective date of November 17, 2014 (including all prior addenda and amendments thereto, collectively, the "**Agreement**"). In case of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In consideration of Customer's commitment to renew the applicable license term, maintenance term and/or hosting term for the software (each a "Term"), as indicated below, commencing on November 15, 2019 (the "**Commencement Date**") through the period ending November 14, 2021 (the "**Expiration Date**," and such period, the "**Commitment Period**"), Customer's annual fees for such software shall be as follows:

<u>Term</u>	<u>Annual Fees</u>
November 15, 2019 through November 14, 2020	USD 29,015.15 (" Annual Period One ")
November 15, 2020 through November 14, 2021	USD 31,046.21 (" Annual Period Two ")
<u>Software Product</u>	<u>Quantity</u>
Analytics Viewer	13
Data Import Utility	1
Linked Document Printing	1
TabWare Analytics Analyst	1
TabWare Analytics Designer Named User	1
TabWare Concurrent User	7
TabWare Work Requester	1

The parties agree Customer's Term will renew for the software as listed above commencing on November 15, 2021 through the period ending November 14, 2024 (the "**Optional Renewal Period**") for the annual fees listed below unless either Party provides the other Party with at least ninety (90) days advance written notice (on headed company paper and signed) prior to the expiration of the then current annual period that such party desires not to renew.

<u>Optional Term</u>	<u>Annual Fees</u>
November 15, 2021 through November 14, 2022	USD 33,219.44 (" Annual Period Three ")
November 15, 2022 through November 14, 2023	USD 35,544.81 (" Annual Period Four ")
November 15, 2023 through November 14, 2024	USD 38,032.94 (" Annual Period Five ")

All fees specified in this Section 1 are in USD and do not include any applicable sales tax

2. Customer understands that, if a software product is not listed above, then any such non-listed software is neither subject to nor included in the amounts listed in Section 1 above, and additional fees shall apply for any such non-listed software. Customer may not reduce the number of licenses covered. In exceptional cases, Aptean may agree to decommission licenses subject to Customer paying a reduction fee.

3. The parties agree that the discounted fees specified above are offered by Aptean solely in reliance upon Customer's commitment to renew the Term for the Commitment Period. In the event Customer cancels the Term at any time prior to the Expiration Date, Customer agrees to immediately pay the outstanding annual fees that Aptean would have received for the Commitment Period, less any amounts previously paid by Customer under this Amendment. The parties agree that such payment is to be considered liquidated damages, and not a penalty, and the parties agree that such amount is a fair and reasonable estimation of Aptean's damages in the event Customer breaches Customer's obligation to maintain services until the Expiration Date.
4. If Customer licenses additional software products during the Term, the Customer hereby agrees to renew the Term for any such additional software products.
5. After the expiry of the Optional Renewal Period, the Term shall automatically renew for successive one-year annual periods, unless either Party provides the other Party with at least ninety (90) days advance written notice (on headed company paper and signed) prior to the expiration of the then current annual period that such party desires not to renew. Aptean shall invoice Customer on an annual basis in advance for each annual renewal period. Fees for all annual renewal periods will be due within thirty (30) days prior to the beginning of the new annual period and all such payments are non-refundable. Notwithstanding any language to the contrary in the Agreement, Aptean reserves the right to increase the annual fees upon at least sixty (60) days advance written notice of such increase to Customer.
6. The terms and conditions stated herein are expressly contingent upon Customer's execution of this Amendment before the end of the current Term.

IN WITNESS HEREOF, each party has executed this Amendment effective as of the last date entered in the signature blocks below (the "Effective Date") and represents and warrants to the other that its execution has been duly authorized.

City of Spokane

AssetPoint LLC

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name

Printed Name

Title:

Title:

Date:

Date:

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: October 11, 2019

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C35818

FROM: Laurie Farnsworth, Acting City Clerk

RE: Vacation of unused right-of-ways of Cedar Road and Cheney-Spokane Road.

Attached is a copy of Ordinance C35818 for the vacation of:

Unused right-of-ways southeast of the intersection of Cedar Road and Cheney-Spokane Road.

This ordinance was read for the first time on October 7, 2019, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



Acting City Clerk

10/11/2019

Date

Precedent conditions have been met and Ordinance C35818 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 10/16/19



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

October 11, 2019

City Clerk File No.
ORD C35818


COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF UNUSED RIGHT-OF-WAYS SOUTHEAST OF THE INTERSECTION OF CEDAR ROAD AND CHENEY-SPOKANE ROAD, and RELATED FIRST READING ORDINANCE C35818

During its 6:00 p.m. Legislative Session held Monday, October 7, 2019, the Spokane City Council held a hearing on the above-described vacation. Subsequent to the opportunity for public testimony and Council discussion and commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions**, the vacation of unused right-of-ways southeast of the intersection of Cedar Road and Cheney-Spokane Road, as requested by Mary Kingston.

In conjunction with the hearing, Ordinance C35818—vacating of a portion of unused right-of-ways southeast of the intersection of Cedar Road and Cheney-Spokane Road—was read for the first time, with further action deterred.



Laurie Farnsworth
Spokane Deputy City Clerk
(Acting City Clerk for Terri L. Pfister)

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

11/11/2019

Date Rec'd

9/26/2019

Clerk's File #

ORD C35818

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #

RES 2019-0070

Contact Name/Phone

ELDON BROWN 6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

4700- VACATION OF CEDAR

Agenda Wording

Vacation of portions of un-used right-of-ways southeast of the intersection of Cedar Rd. and Cheney-Spokane Rd, as requested by Molly Kingston.

Summary (Background)

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.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DUVALL, MEGAN

Study SessionUrban Experience
8/12/19Division Director

CORTRIGHT, CARLY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

RICHTMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

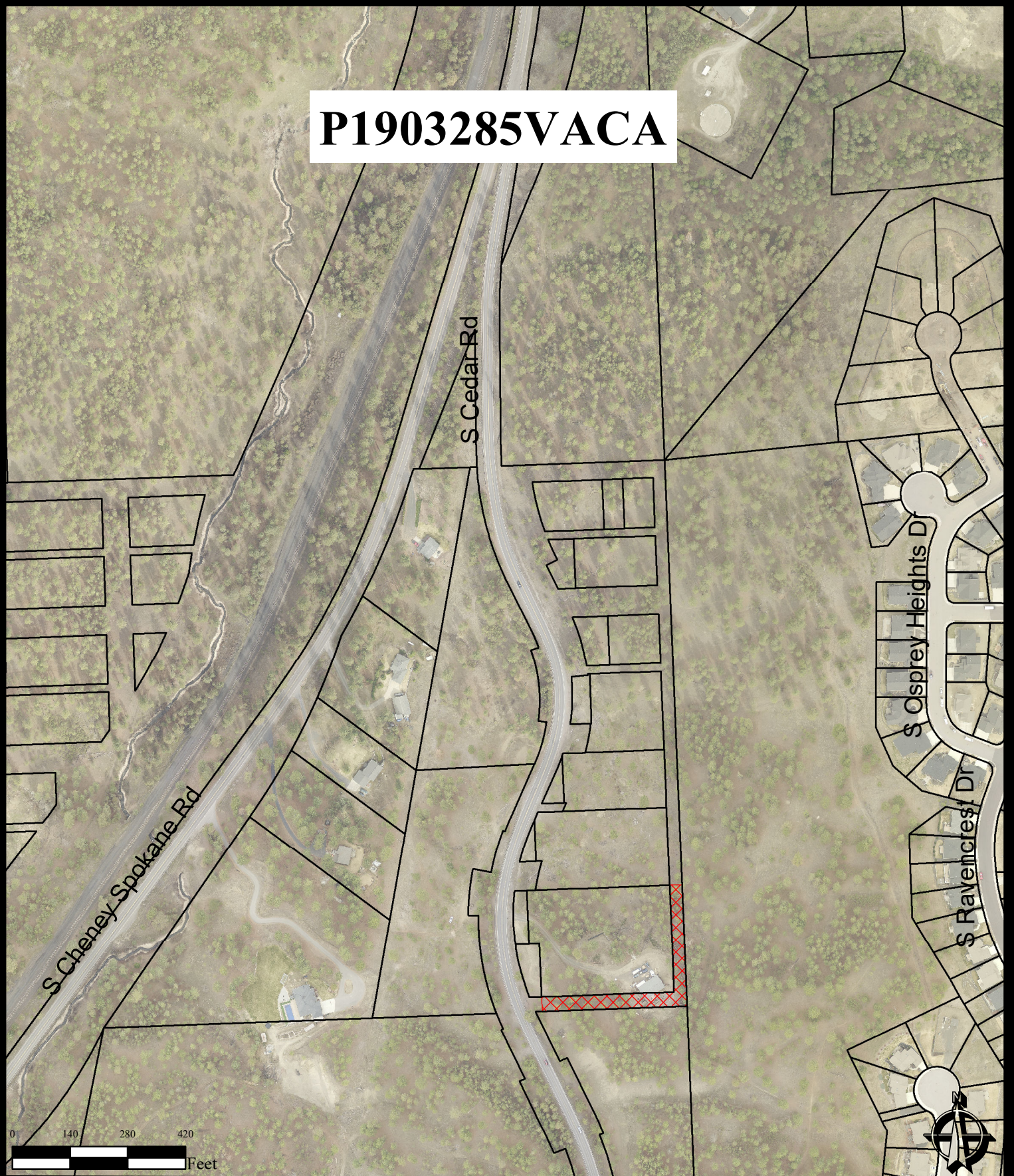
Purchasing

mduvall@spokanecity.org

ccortright@spokanecity.org

dnorman@spokanecity.org

P1903285VACA



Right-of-way Description:
Those portions of un-named
right-of-ways as shown. (Full legal description will
be included in vacation ordinance)

Legend

 vacation

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





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

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

STREET VACATION REPORT
August 14, 2019

LOCATION: Portions of unused RW SE of the intersection of Cedar and Cheney-Spokane.

PROPONENT: Holly Kingston

PURPOSE: To expand property lines and because her house currently sits partially in the RW.

HEARING: October 7, 2019

REPORTS:

AVISTA UTILITIES – I've reviewed the requested vacation and Avista has no concerns or further comment.

COMCAST – We have no objection to the vacation.

INLAND POWER & LIGHT – Inland Power & Light does not have any facilities within the proposed vacation area.

CENTURYLINK – CenturyLink has no objections to this City Vacation.

ZAYO – Thanks for the review – Zayo has no comment or objection to the vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – Fire does not support vacating this street. The right of way is about 35', so it could be used for fire access to the rear of the properties. There is also no water in S. Cedar Road.

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No concern

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – Street Department has no concerns.

WASTEWATER MANAGEMENT – Wastewater Mgmt. has no assets in the area. We have no objections to the vacation provided on site runoff is maintained and treated onsite.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. A previous version of a non-user statute (Laws of 1889, Chapter 19, Section 32, p. 603, adopted by the legislature in 1889) provided:

Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.

This statute was in place until amended in 1909 that it no longer applied to platted streets and alleys.

These right-of-ways were dedicated in 1892 as part of the plat of Cascade Park Addition to Spokane, Washington, which the plat was located in the unincorporated Spokane County.

To the best of the City's knowledge and understanding, these right-of-ways have never been improved as public streets and opened for public use between 1892 and 1897.

These right-of-ways and the areas surrounding it were annexed into the City of Spokane in 1981.

Based on this, the City Staff's recommendation is as follows:

That no compensation, for the assessed value of the right-of-ways vacated, be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated these right-of-ways by operation of law many years ago.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive style with a large, stylized "E" and "B".

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35818

An ordinance vacating portions of unused right-of-ways southeast of the intersection of Cedar Road and Cheney-Spokane Road,

WHEREAS, a petition for the vacation of portions of unused right-of-ways southeast of the intersection of Cedar Road and Cheney-Spokane Road has been filed with the City Clerk representing 100% 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 portions of unused right-of-ways southeast of the intersection of Cedar Road and Cheney-Spokane Road and further described below is hereby vacated. Parcel number not assigned.

That portion of Alameda Avenue lying east of Cedar Road south of Block 17 and extending east to the easterly line of Cedar Street, Cascade Park Addition to Spokane, according to the plat recorded in Volume "D" of plats, Page 19 in the City of Spokane, Spokane County, State of Washington.

And together with that portion of Cedar Street lying east of said Block 17 and the vacated alley contained therein, extending north to the centerline of vacated Columbia Avenue as vacated by Ordinance No. C35433

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



Agenda Sheet for City Council Meeting of:
11/04/2019

Date Rec'd	10/23/2019
Clerk's File #	ORD C35832
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	TAX & LICENSING/AUDIT
Contact Name/Phone	JAKE HENSLEY X6074
Contact E-Mail	JAHENSLEY@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0860 - BUSINESS REGISTRATION FEE ANNUAL ADJUSTMENT

Agenda Wording

An ordinance amending SMC 08.02.0206 relating to the annual adjustment of the City of Spokane's Business Registration Fee.

Summary (Background)

SMC 08.02.0206 provides that the business registration fees shall be adjusted for an amount equal to the consumer price index of the previous July-July time frame and that the newly determined fees shall be presented to the City Council for approval. The fee adjustment only applies to the base fee; personnel fees will not be impacted. This ordinance will increase the regular business registration basic fee from \$117 to \$120, and the reduced fee from \$58.50 to \$60.00, per twelve-month period.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Revenue	\$	61,500.00		#	0020-88100-99999-32192-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		HENSLEY, JACOB A.		<u>Study Session</u>	10/21/19 Sustainable Res.
<u>Division Director</u>		STOPHER, SALLY		<u>Other</u>	
<u>Finance</u>		BUSTOS, KIM		<u>Distribution List</u>	
<u>Legal</u>		DALTON, PAT		gcooley@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		Tax&Licenses@spokancity.org	
<u>Additional Approvals</u>				jahensley@spokanecity.org	
<u>Purchasing</u>				mredd@spokanecity.org	
				tsanders@spokanecity.org	

Briefing Paper

SUSTAINABLE RESOURCES COMMITTEE

Division & Department:	Finance
Subject:	Business Registration Annual Fee Adjustment per SMC 08.02.0206
Date:	10/16/2019
Contact (email & phone):	jahensley@spokanecity.org ; 625-6074 (Jake Hensley, Treasury Manager)
City Council Sponsor:	Candace Mumm
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	N/A
Deadline:	Review annually prior to January per SMC 08.02.0206
Outcome: (deliverables, delivery duties, milestones to meet)	Determination of 2020 Business Registration Fee Amount
<p>Background/History: SMC 08.02.0206 states: “Effective January 1, 2011, and the first of January of each year thereafter, the various business registration fees set forth above shall be adjusted by the City of Spokane Treasurer’s Office for an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the City Council for approval and a copy of the approved fees filed with the City Treasurer before becoming effective. The annual fee adjustment shall not apply to the additional fee per personnel set forth in subsection (C) of this section.”</p> <p>As noted in the above SMC, the CPI increase only applies to the basic registration fee and not to the personnel fees. The regular registration fee is currently \$117. Businesses qualifying for a reduced fee license currently pay \$58.50.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> The CPI figures for July – July (CPI-U = 1.8%; CPI-W = 1.7 %) would result in a 1.75% increase in the basic registration fee. If adjusted, the new registration fees would be: Regular business registration fee – from \$117 to \$120 (rounded up from \$119.05) Reduced registration fee – from \$58.50 to \$60.00 (50% of Regular fee) Business registration fees were last adjusted in 2018, effective 1/1/19. This change would generate approximately \$61.5k in new revenue for 2020. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: revenue generating</p>	

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required: n/a

Known challenges/barriers: n/a

ORDINANCE NO C35832

An ordinance relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 08.02.0206; and

WHEREAS, SMC 08.02.0206 provides for an annual adjustment for Business Registration fees, and

WHEREAS, this Annual Fee adjustment is based on the previous years' increase in the Consumer Price Index (CPI); and

WHEREAS, The CPI figures for July – July (CPI-U = 1.8%; CPI-W = 1.7%) would result in a 1.75% increase in the basic registration fee; and

WHEREAS, if approved, the new Business Registration fees would be:

Regular business registration fee = \$120.00

Reduced registration fee and Temporary registration = \$60.00

-- Now, therefore:

The City of Spokane does ordain:

That SMC 08.02.0206 Business Registration is amended to read as follows:

1. A regular business registration basic fee is one hundred twenty dollars (\$120) per twelve-month period.
2. The basic fee for a nonresident business registration is one hundred twenty dollars (\$120) per twelve-month period.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/11/2019

Date Rec'd

10/30/2019

Clerk's File #

ORD C35843

Renews #**Submitting Dept**

FINANCE & ADMIN

Contact Name/Phone

PAUL INGIOSI 625-6061

Contact E-Mail

PINGIOSI@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

0410 - PROPERTY TAX ORDINANCE (2020 TAXES)

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance making the annual City of Spokane property tax levy for 2020.

Summary (Background)

Each year, per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners the amount of property taxes levied on property in the City.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

STOPHER, SALLY

Division Director

STOPHER, SALLY

Finance

HUGHES, MICHELLE

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

Revenue Estimates -

Distribution List

lwilliams@spokanecity.org

pingiosi@spokanecity.org

mhughes@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO. C35843

An ordinance updating the annual City of Spokane property tax levy for 2020.

WHEREAS, the Spokane City Council, the governing body of the City of Spokane, a taxing district ("District" or "City") of the State of Washington, has met and considered its budget for the calendar year 2020, holding public hearings thereon; and

WHEREAS, the District's actual regular levy amount from the previous year (2019) was \$60,479,552.26 exclusive of administrative refunds; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Spokane requires a regular levy as provided hereafter, as well as an EMS levy as provided hereafter, both of which include an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, and authorized refunds, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, the District population is more than 10,000; Now, Therefore,

The City of Spokane does ordain:

Section 1. Regular Levy.

- A. An increase in the regular annual property tax levy is hereby authorized for the levy to be collected in the 2020 tax year, said increase to be in the amount of \$604,795.52, which is a percentage increase of 1% from the previous year's actual levy, prior to the inclusion of administrative refunds.
- B. This increase is exclusive of additional revenue in 2020 resulting from new construction, improvements to property, newly constructed wind turbines, increases in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law.
- C. Resolution No. 2016-0093 concerning a levy for library services, passed by the Spokane City Council on November 14, 2016 and approved by the voters in the election of April 25, 2017, provides for an increase in the regular property tax levy in excess of state law beginning in 2018. The voter approved Measure authorizes an increase in the regular property tax levy of up to \$0.07 per \$1,000 of assessed valuation. This voter approved levy will remain in effect for a period of seven years from the date of passage.
- D. The total regular property tax levy for 2020, including amounts estimated for new construction, annexations, refunds, any other add-ons, and the voter approved levy for library services, is estimated at \$62,150,000 and is a percentage

increase of 2.76% from the previous year's actual levy prior to the inclusion of 2019 administrative refunds. Inclusive of 2019 administrative refunds, the 2020 levy represents a 1.36% increase.

Section 2. Public Safety Levy Lid Lift (Regular Levy).

- A. Resolution No. 2018-0103 concerning a levy for police and fire personnel and funding crime reduction programs, passed by the Spokane City Council on December 10, 2018 and approved by the voters in the election of February 12, 2019, provides for an increase in the regular property tax levy in excess of state law beginning in 2020. The voter approved Measure authorizes an increase in the regular property tax levy of up to \$0.30 per \$1,000 of assessed valuation. Based on preliminary assessed value figures, voter approval of Proposition 1 allows for an estimated \$6,350,000 to be collected and used specifically for police and fire personnel and funding crime reduction programs.
- B. As stated in Resolution No. 2018-0103, this levy lid lift is a Permanent Single Year Levy Lid Lift. Pursuant to RCW 84.55.050(1), the dollar amount collected in 2020 shall be used for the purpose of computing the limitations of the Public Safety lid lift for subsequent levies in 2021 and each subsequent year thereafter.

Section 3. Existing GO Bonds.

In the case of the tax levied to raise \$9,007,525 for Principal and Interest on the City of Spokane's outstanding General Obligation Bonds, the County Assessor, in spreading the tax upon the rolls shall determine the dollar rate required.

Section 4. EMS Levy.

Ordinance C-35366 concerning a levy for emergency medical services (EMS), passed by the Spokane City Council on February 22, 2016 and approved by the voters in the election of April 26, 2016, provides for a levy for six consecutive years beginning in 2017, with the rate in the first year being 50 cents per \$1,000 of assessed valuation.

- A. As required by RCW 84.55.120, this ordinance must specifically state the dollar increase requested, as well as the percent change from the previous year. For 2020 the City is requesting an increase of \$87,746.55 which is a 1% increase over the 2019 EMS Levy.
- B. This increase is exclusive of additional revenue in 2020 resulting from new construction, improvements to property, newly constructed wind turbines, increase in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law. The total EMS levy for 2020, including amounts we have estimated for new construction, annexations, refunds, and other add-ons, is estimated at \$9,025,000 and is a percentage increase of 2.85% from the previous year levy of \$8,774,655.24.

Section 5. Certification; Filing.

The City Council certifies all information as stated herein. Appropriate City staff is directed to transmit all required information required to the Clerk of Spokane County Board of County Commissioners and County Assessor, including budget estimates of amounts to be raised by taxation on assessed value of property (RCW 84.55.020), estimated beginning and ending cash balances (RCW 84.52.025), and the amount of taxes levied on assessed value within the City (RCW 84.52.070). Pursuant to Section 19 of the City Charter, this measure takes effect immediately on first reading and passage.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

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

11/11/2019

Date Rec'd

10/23/2019

Clerk's File #

ORD C35836

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6256269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0320 NOEL COMMUNICATIONS FRANCHISE ORDINANCE

Agenda Wording

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance).

Summary (Background)

the City of Spokane granted to Noel Communications, Inc., a franchise as set forth in Ordinance No. C35118, effective September 24, 2014, to use the public right of way for the purpose of providing telecommunications services to the public. Noel Communications plans to enter into an agreement (the "Purchase Agreement") to sell certain of its assets and related business operations, including the Franchise (collectively, the "Business"), to Wholesail Networks LLC.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCDANIEL, ADAM

Study Session**Division Director****Other**

PIES 9/23/19

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

tszambelan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Noel Communications submitted a letter to the City of Spokane on or about August 13, 2019, requesting consent to the Assignment of the Franchise from Noel Communications to Wholesail Networks. The City of Spokane has conducted a review of the legal, technical and financial qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the City of Spokane. The City of Spokane has concluded the Assignee meets the legal, technical and financial criteria to hold the Franchise and to operate the telecommunications network

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35836

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance).

WHEREAS, the City of Spokane ("Grantor") granted to Noel Communications, Inc., a Washington corporation ("Grantee"), a franchise as set forth in Ordinance No. C35118, effective September 24, 2014, to use the public right of way for the purpose of providing telecommunications services to the public in the City of Spokane (the "Franchise");

WHEREAS, Grantee plans to enter into an agreement (the "Purchase Agreement") to sell certain of its assets and related business operations, including the Franchise (collectively, the "Business"), to Wholesail Networks LLC, a Washington limited liability company ("Assignee");

WHEREAS, Grantee submitted a letter to Grantor on or about August 13, 2019, requesting Grantor's consent to the Assignment of the Franchise from Grantee to Assignee (the "Consent Request");

WHEREAS, in connection with the consummation of the sale of the Business to Assignee, which is anticipated to take place on or around August 31, 2019 (the "Closing"), Grantee desires to assign its rights and delegate its obligations under the Franchise to Assignee (the "Assignment");

WHEREAS, Grantor has conducted a review of the legal, technical and financial qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the Franchise;

WHEREAS, all written comments and staff reports have been received, and made a part of the record; and

WHEREAS, based on the foregoing, Grantor has concluded Assignee has established it meets the legal, technical and financial criteria to hold the Franchise and to operate the telecommunications network.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Grantor hereby approves the Consent Request and consents to the transactions contemplated by the Purchase Agreement and the Assignment.

Section 2. Grantor confirms that: (a) the Franchise was duly issued to Grantee, is

valid and enforceable in accordance with its terms, and is in full force and effect; (b) other than as set forth in this Ordinance, there have been no amendments or modifications to the Franchise; (c) to Grantor's knowledge, there are no defaults under the Franchise, and no event has occurred and is continuing which, with the giving of notice or passage of time, or both, could constitute a default thereunder; and (d) upon the Closing, the duly authorized franchisee under the Franchise will be Assignee.

Section 3. Assignee may hereafter, without the need to obtain the prior consent of Grantor, from time to time: (a) assign or transfer its assets, including the Franchise, provided however, that such assignment or transfer is to a parent or subsidiary of Assignee or another entity under direct or indirect control of the parent of Assignee; (b) restructure its debt or change the ownership interests among its equity participants, and/or its affiliates; (c) pledge or grant a security interest in its assets, including but not limited to the Franchise, or of the ownership interests in Assignee, to any secured lender(s) for purposes of securing indebtedness.

Section 4. The Franchise and this Ordinance were and are made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to Grantor, and with all applicable notice and procedure requirements, and do not conflict with the laws, ordinances, resolutions and other regulations of Grantor, as presently in effect or as the same were in effect at the time the particular action was taken.

Section 5. Grantor's approval of the Consent Request and its consent to the Assignment of the Franchise to Assignee shall be effective from and after its adoption and approval by the Grantor. Assignee shall notify the Grantor in writing upon the date of the Closing.

Section 6. Grantor releases Grantee, effective upon the Closing, from all obligations and liabilities (including any guarantee or surety) under the Franchise related to the period on and after the date of the Closing; and Assignee shall be responsible for any obligations and liabilities under the Franchise related to the period on and after the date of the Closing.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/11/2019

Date Rec'd

10/30/2019

Clerk's File #

ORD C35837

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

KATE BURKE 625-6275

Contact E-Mail

KATEBURKE@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Agenda Item Name

0320 - ESTABLISHING A UTILITY CHARGE WAIVER FOR QUALIFYING SHELTERS

Agenda Wording

An ordinance establishing a utility charge waiver for qualifying providers of emergency homeless shelters and declaring an emergency.

Summary (Background)

The most recent point-in-time count showed an increase in the number of unsheltered homeless people in Spokane, which requires immediate, substantial efforts to both provide additional housing and maintain support for emergency shelter providers. The City of Spokane finds that qualified nonprofit operators of emergency shelters should be included in the categories for which reduced or waived utility charges should be available.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 190,000 annually

various

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

MCCLATCHEY, BRIAN

Division Director**Finance**

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PIES Comm., 9/23/2019

Distribution List**Additional Approvals****Purchasing**

ORDINANCE NO. C35837

An ordinance concerning utility fee credits for specific classes of utility accounts in the City of Spokane; amending sections 13.11.020, 13.12.020, and 13.12.050; and adopting a new chapter 13.13 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

WHEREAS, the Washington State Constitution Article 8, Section 7 permits “the necessary support of the poor and infirm”; and

WHEREAS, chapters 35.92 and 35.67 RCW authorize cities to “provide assistance to aid low-income persons in connection with services” provided municipal utilities; and

WHEREAS, RCW 35.92.020(5) and RCW 35.67.020(5) authorizes cities to “provide assistance to aid low-income persons in connection with services under” chapter 35.92 RCW and chapter 35.67 RCW; and rates for water, sewer, and solid waste services “must be uniform for the same class of customers or service” and in making classifications, the City Council may consider, among other things, “matters which present a reasonable difference as a ground for distinction” (RCW 35.92.010; 35.92.020(2)(h)); and

WHEREAS, the most recent point-in-time count of people experiencing homelessness in Spokane showed an increase in the number of unsheltered homeless people in our community, and this crisis requires immediate, substantial efforts to both provide additional housing and maintain support for emergency shelter providers; and

WHEREAS, upon further analysis and review, the City of Spokane finds that qualified nonprofit operators of emergency shelters should be included in the categories for which reduced or waived utility charges are appropriate and proper; and

WHEREAS, several local non-profit operators of emergency homeless shelters are currently at risk of closing their doors and therefore unable to house people experiencing homelessness who would then have nowhere else to go due to financial constraints; and

WHEREAS, without additional sources of funding or reductions in expenses, such as by reducing the utility charges they face, which can be in the thousands of dollars each month, some of these providers of essential services for Spokane’s most vulnerable people may have to cease providing housing for people experiencing homelessness; and

WHEREAS, the City Council determines that the risk that some of these housing providers may have to close without additional financial support constitutes an emergency within the meaning of Section 19 of the Spokane City Charter, such that this ordinance shall be effective immediately upon passage by the vote of one more than a majority of the City Council.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 13.13 of the Spokane Municipal Code to read as follows:

Chapter 13.13 Credit for Qualified Nonprofit Temporary Housing Operators

Section 13.13.010 Findings, purpose, and applicability

- A. The City of Spokane finds that it is important for the City to support people experiencing homelessness in our community. Given the high cost and economics of providing temporary housing for people who are experiencing homelessness, the City finds it is in the best interests of our community to extend a utility fee credit for qualified non-profit providers of such housing.
- B. This chapter is intended to provide a specific utility fee credit for qualified nonprofit providers of emergency shelter housing for people who are experiencing homelessness.

Section 13.13.020 Definitions

- A. “Emergency shelter” means any facility for the provision of temporary daytime or nighttime shelter for people experiencing homelessness in general, or for specific populations of people experiencing homelessness
- B. “Qualified nonprofit” means a Washington state nonprofit corporation formed pursuant to Chapter 24.03, RCW, having a current active and good standing status with the Washington Secretary of State, and actively participating in the City of Spokane’s Homeless Management Information System (“HMIS”).

Section 13.13.030 Qualifications

- A. In order to qualify for the utility fee credit established by this chapter, an applicant must be a qualified nonprofit provider of emergency shelter.
- B. Qualifying property owners may request that each qualifying property or housing unit receive the credit established by this chapter by submitting a written request to the City of Spokane by submitting the request for the credit through the City website or by calling MySpokane 311. A property owner may make this request through a duly authorized agent. The written request must be accompanied by a certification that the qualifying property owner either currently participates in, or

agrees to participate in, the City of Spokane's Homeless Management Information System ("HMIS") as a condition of receiving the utility fee credit established by this chapter.

- C. If approved, the effective date for the credit shall be the month following the City's acceptance of the request. Application of this credit is prospective only; Any charges, along with any associated late penalties and interest that may have accrued for the property prior to the effective date of the credit will still be due and owing, as previously billed, and subject to collection under to this chapter.
- D. If a qualifying nonprofit becomes the owner or lessee of additional property(ies), the owner must submit a new request for a credit for each individual property pursuant to subsection B of this section.
- E. The owner or lessee is responsible for reporting any change (e.g., change of ownership, change of use of the property, change of operations such that the property owner no longer provides emergency shelter housing, dissolution of the qualifying nonprofit, etc.) that may affect qualification for the credit. If the owner or lessee fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (*i.e.*, the credit provided, multiplied by the applicable number of months) that may be due to the City.

Section 13.13.040 Credit

- A. The credit provided by this chapter shall be one hundred percent (100%) of the monthly wastewater and solid waste collection charges. Water service shall be provided to qualified nonprofit operators of temporary housing at a rate equal to the cost of the water service as provided in RCW 35.92.010.
- B. An account which does not receive all three utility services shall only receive partial credit as listed in SMC 13.12.040.

Section 13.13.050 Periodic Review

The program created by this chapter shall expire on December 31, 2022. No later than June 30, 2022, administration staff shall provide a report on the program created by this chapter to the City Council and make a recommendation as to whether to extend this program beyond the expiration date provided for in this section.

Section 5. That the City Council finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety, and that pursuant to Section 19 of the Spokane City Charter, this ordinance shall take effect immediately upon passage by the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/11/2019

Date Rec'd

10/28/2019

Clerk's File #

ORD C35838

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

KEVIN 625-6184

Contact E-Mail

KFREIBOTT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - LAND USE PLAN MAP AMENDMENT – WALTON AVENUE

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to application Z18-882COMP by HA Tombari, LLC, amending the Comprehensive Plan Land Use Plan Map from Residential 15-30 to General Commercial for 0.12 acres & a change to the Zoning Map from RMF to GC-70.

Summary (Background)

The subject property is legally described as Lot 15, Block 57 of the Lidgerwood Addition. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment and has recommended approval of the amendment.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

TRAUTMAN, HEATHER

Division Director

DUVALL, MEGAN

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

10/10/19

Other**Distribution List**

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Additional Approvals**Purchasing**

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tsanders@spokanecity.org

ORDINANCE NO. C35838

AN ORDINANCE RELATING TO APPLICATION PLANNING FILE Z18-882COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "GENERAL COMMERCIAL" FOR APPROXIMATELY 0.12 ACRES DESCRIBED AS LOT 15, BLOCK 57 OF THE LIDGERWOOD ADDITION AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTIFAMILY" (RMF) TO "GENERAL COMMERCIAL" (GC-70).

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z18-882COMP was timely submitted to the City for consideration during the City's 2018/2019 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z18-882COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "General Commercial" for 0.12 acres. If approved, the implementing zoning designation requested is "General Commercial (GC-70)"; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on June 12, 2019; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 27, 2019 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 28, 2019; and

WHEREAS, the staff report for Application Z18-882COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 11, 2019 for Application Z18-882COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z18-882COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 7 to 0 to recommend approval of Application Z18-882COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z18-882COMP is approved.
2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 15-30" to "General Commercial" for 0.12 acres, as shown in Exhibit A.
3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Multifamily (RMF)" to "General Commercial (GC-70)," as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
0.12 acre at 15 East Walton Avenue; File Z18-882COMP**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

Change parcel 35052.2920 from “Residential 15-30 Land Use” and RMF zoning to “General Commercial Land Use” and GC-70 zoning (same as adjacent parcel to the west and north). The subject parcel is approximately 5,100 square feet (0.12 acre). No specific development proposal is being approved at this time.

II. GENERAL INFORMATION

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant/Property Owner(s):	H A Tombari LLC
Location of Proposal:	The subject site is one parcel located on the north side of East Walton Avenue, approximately 150 feet east of Division Street (15 E Walton Ave / parcel 35052.2920). The concerned property totals approximately 5,100 square feet (0.12 acre).
Legal Description:	Lot 15, Block 57 Lidgerwood Park
Existing Land Use Plan Designation:	“Residential 15-30”
Proposed Land Use Plan Designation:	“General Commercial”
Existing Zoning:	RMF (Residential Multifamily)
Proposed Zoning:	GC-70 (General Commercial with 70-foot height limit)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Nathan Gwinn, Assistant Planner; ngwinn@spokanecity.org
Recommendation:	Approve

III. BACKGROUND INFORMATION



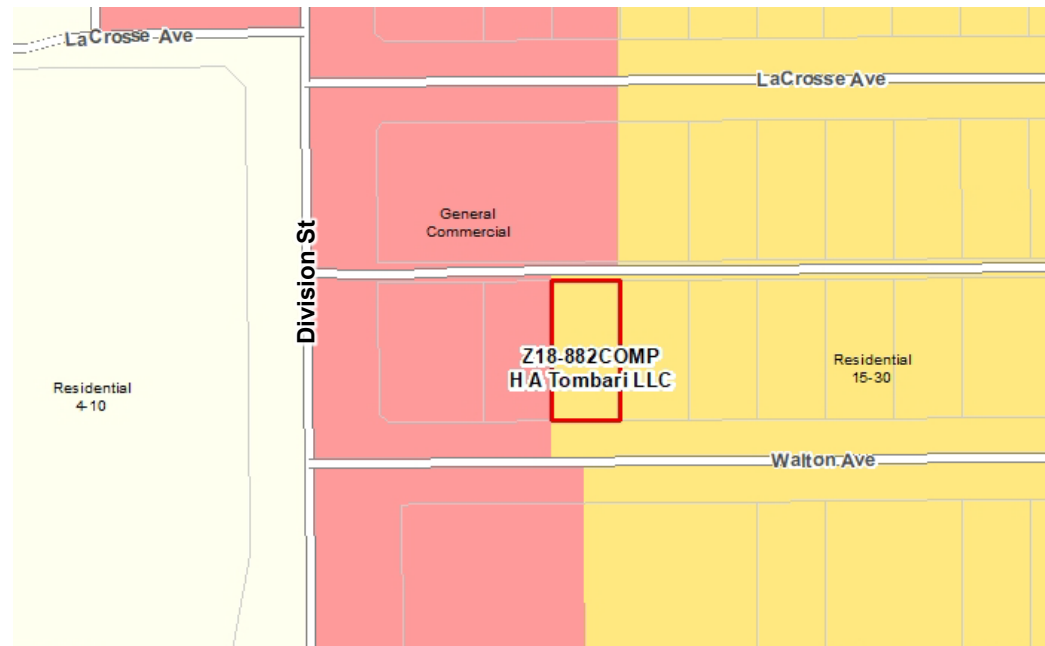
- A. Site Description:** The subject parcel (Tax Parcel 35052.2920) for the proposal contains approximately 5,100 square feet (0.12 acre), situated at 15 E Walton Ave. The site is presently vacant, but was formerly the site of a house built in 1942 and demolished in 2018. The property fronts the north side of East Walton Avenue, a local access street, and is also served at the rear by an unimproved alley. The applicant owns two adjacent parcels to the west.

The property is 125 feet east of the intersection of Walton Avenue and Division Street. The subject parcel shares a block with two retail buildings that face Division Street. Several single-family homes comprise the remainder of the block.

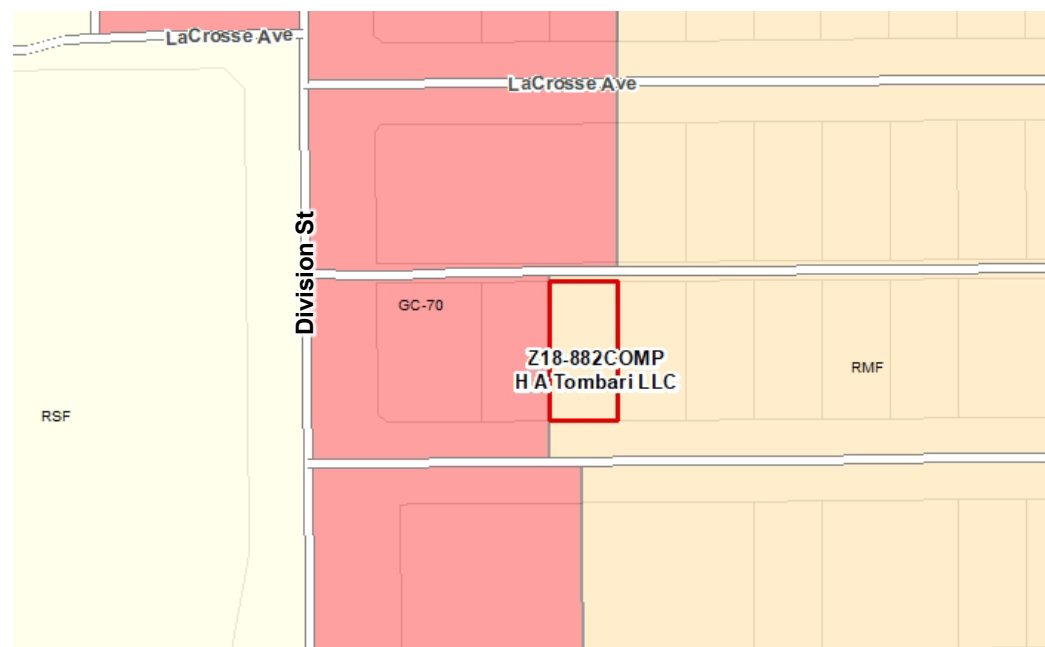
- B. Proposal Description:** Pursuant to the procedures provided in [chapter 17G.060](#) Spokane Municipal Code, “Comprehensive Plan Amendment Procedure,” the applicant is requesting a Comprehensive Plan Land Use Plan Map designation change from “Residential 15-30” to “General Commercial.” If approved, the zoning would be changed from RMF (Residential Multifamily – 35 feet) to GC-70 (General Commercial – 70 feet). The proposed designation and zoning would match the applicant’s property on the two adjacent parcels to the west. Although the applicant’s project description indicates that the change in designation would better accommodate development standards for retail purposes on this parcel combined with that adjacent property, the applicant’s proposal does not include any specific plans for development or improvement to the property. Development and improvement of the site would be subject to all relevant provisions of the

City's Unified Development Code, including without limitation, [chapter 17D.010](#) SMC relating to concurrency.

C. Existing Land Use Plan Map Designations with Subject Property in Bold Red Outline



D. Existing Zoning Map with Subject Property in Bold Red Outline



E. Land Use History: The subject property was platted as Lot 15, Block 57 of the Lidgerwood Park Addition in 1889. While people built houses on the subject and neighboring lots, the former single-family dwelling on the subject site built in 1942

was sometimes also occupied for retail use, according to City permit records and County Assessor records. A previous property owner, Frank Duval, built an addition to the home for a portrait studio, following an associated zone change with an effective date of September 24, 1953.

By 1975, the subject property was zoned Multifamily Residence (R3), similar to the current designation adopted in 2006. Adjacent property to the west was zoned Community Business (B2) by 1975. On adjacent property to the north, the zoning changed from R3 to B2 in 1985, at the time of a restaurant expansion there. When the City adopted its Comprehensive Plan in 2001 under newly adopted requirements of the Growth Management Act, the site and properties on the block to the east were designated “Residential 15-30,” consistent with the longstanding multifamily residential zoning of the property. Adjacent commercially zoned property north and west of the site was designated “General Commercial.”

The applicant submitted an application for Comprehensive Plan amendment on this property in 2007, then withdrew the application in 2009 (File Z07-077-LU). As noted above, the house on this site was demolished in 2018.

F. Adjacent Land Uses and Improvements:

North: across alley	Split-designated General Commercial and Residential 15-30; restaurant parking lot (KFC/Long John Silver's)
South: across E Walton Ave	Split-designated General Commercial and Residential 15-30; Auto and RV sales and parking lot
East	Residential 15-30; Single-family residence
West	General Commercial; now vacant, adjacent to retail structure fronting on Division, formerly a service station, in same ownership with subject property

G. Street Designations: The subject property, 50 feet in width, lies 125 feet east of North Division Street, a State highway (US Routes 2 and 395). The Proposed Arterial Network Map TR 12, in Chapter 4 of the Comprehensive Plan, classifies Division Street as an **Urban Principal Arterial**. The property fronts on E Walton Ave, a local access street.

H. Application Process:

- Application was submitted on October 29, 2018.
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution ([RES 2019-0011](#)) on February 25, 2019;
- Applicant was provided Notice of Application on May 15, 2019;
- Notice of Application was posted, published, and mailed on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and mailed by August 28, 2019;
- Notice of Public Hearing was published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as Exhibit 5. One agency/city department comments was received regarding this application:

- City of Spokane, Development Services

Notice of this proposal was also sent to the Nevada Heights Neighborhood Council and all property owners within the notification area. Notice was posted on the subject property and in the local library branch, and published in the Spokesman Review. No comments were received from property owners in the vicinity, or members of the public at large prior to the comment deadline.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC [17G.020.010](#) provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section [17G.020.030](#) establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing.

In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, and nearby transit service and lies immediately adjacent to E Walton Ave, a local access street. Under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC [17D.010.020](#). Staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: The subject property is centrally located within the city in an area well-served by urban facilities and services, and the proposal itself does not involve a specific development project. Implementation of the concurrency requirement, as well as applicable development regulations and transportation impact fees, will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

- 1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.***

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The area surrounding the subject site was part of the Nevada Lidgerwood Neighborhood Council before September 2016, when the Spokane City Council divided the northern and southern portions along Francis Ave. into two neighborhood councils—Shiloh Hills and Nevada Heights, respectively—under RES 2016-0074. Nevada Lidgerwood previously began a planning process in 2009, utilizing funding allocated by the City Council in 2007. In January, 2012, the City Council adopted [RES 2012-0009](#), recognizing the [Nevada Lidgerwood Neighborhood Planning Phase 2 Needs Assessment and Action Plans](#) as a vision for future neighborhood-based improvement planning activities for the neighborhood. The

Action Plans focused on strategies to address four identified issue areas, including neighborhood communication; neighborhood identity; non-motorized travel safety; and traffic patterns, volume and speed. The plans did not identify any strategies relating to the future use or development of the subject parcel, nor were any priority projects identified within or adjacent to the subject parcel. Therefore, the proposal to change the land use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 1 of this report. Further discussion of Comprehensive Plan Policy LU 1.8 General Commercial Uses is included under the staff analysis of Criterion K.2 below.

2. ***If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed change in land use designations affects a relatively small (approximately 0.12-acre) area near the center of the urbanized area, with no foreseeable implications to regional or interjurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. The proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle.

The three map amendment proposals, including the subject proposal, are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the three map amendment proposals is separated from the others by large swaths of pre-existing urban development. The conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount.

Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application. A proposed new policy (LU 4.6, Transit Supported Development, File [Z18-958COMP](#)) would encourage mixed-use development and high density residential development in areas such as this in close proximity to Division Street, where high-performance transit facilities are planned. The other text amendment is a proposed amendment to existing Policy LU 1.8, General Commercial Uses (File [Z19-002COMP](#)). Policy LU 1.8 has been subject to previous interpretation in evaluation of Land Use Plan Map amendments in the 2017/2018 cycle under [ORD C35690](#) and [ORD C35689](#). However, any changes to land-use designations resulting from the pending policy change would be required in a future annual application cycle, with no Land Use Plan Map changes occurring concurrently with this application. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed. The proposal meets this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review

process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: The proposal would change the land-use designation of an area totaling 0.12 acre, within a built-up area of the city served by the public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area, does not include a development proposal, and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC [17D.010.020](#), thereby implementing the policy set forth in CFU 2.2. Staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. This criterion does not apply.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. [...]

Staff Analysis: The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);***

Staff Analysis: Comprehensive Plan Policy LU 1.8, General Commercial Uses, sets forth the locational criteria for the General Commercial land-use designation. It provides, "Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors." With respect to appropriate location criteria, the discussion section of Policy LU 1.8 provides that "...site development standards should be adopted to minimize a detrimental impacts on the residential area." The text also describes locations near principal arterial streets and discourages further extension of existing commercial strips along arterials.

The proposal would expand the General Commercial designation eastward 50 feet from the existing General Commercial district along Division Street, to a total depth of about 175 feet from the edge of the nearby property directly adjacent Division Street, an urban principal arterial. This distance would match the existing depth from Division of the General Commercial district on the north half of this block, which was established prior to the 2001 adoption of the Comprehensive Plan, on the property across the alley from the subject site. As such, the proposal would conform to the depth already established on the adjacent property to the north.

With respect to size, the adjacent General Commercial district extends at varying depths more than two miles along Division both north and south of E Walton Ave. The proposed Land Use Plan Map change of 0.12 acre (5,100 square feet) represents an insignificant increase in the size of the existing General Commercial area.

The application refers several times to the proposed alignment with the current General Commercial boundary both north and south of the subject site, effectively containing the General Commercial area within the boundaries

occupied by existing business designations. In this explanation provided in the application and matching the existing General Commercial designation to the north, parallel with Division Street at a distance of 175 feet, the proponent has demonstrated the designation is in conformance with the appropriate location criteria identified in the Comprehensive Plan, and the application meets subsection (a).

b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: As described in the staff analysis under subsection (a) above, the neighboring General Commercial designation meets the locational characteristics adjacent to an arterial street, as set forth in Comprehensive Plan Policy LU 1.8. Application materials point out that the applicant owns the General Commercial designated properties to the west, forming a combined development area comprised of two parcels that fronts directly on Division Street. The materials maintain that the proposal would result in a small extension of the existing General Commercial properties, supporting redevelopment for a range of allowed uses because of the additional room for parking, circulation, and stormwater treatment. The proposal meets subsection (b).

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: The current Residential 15-30 Land Use Plan Map designation recognizes multifamily zoning that predates the City's 2001 Comprehensive Plan. Under the discussion of Policy LU 1.4 Higher Density Residential Uses, in locations outside Centers, the Comprehensive Plan applies this designation "where the existing use of land is predominately higher density residential." As described above in this report in III.E Land Use History, the site was developed as a single-family lot and portrait studio before its demolition in 2018. Adjacent properties on three sides of the subject parcel—to the north, west, and south—have been either partially or totally designated General Commercial for many years, while other nearby properties on the block remain developed as single-family homes, despite several decades of multifamily zoning. The proposal would align the eastern boundary of the General Commercial district with these existing business designations, consistent with the area surrounding the subject site. Regarding subarea plan implementation, as noted above in the staff analysis for Criterion E.1 Internal Consistency, above, no improvements to nearby facilities or use of the subject parcel are identified specifically in any subarea plan.

The application materials state that the extension of General Commercial designation to this site would enhance the usability of both the subject site and adjacent property designated General Commercial because it would bring the common ownership into one Land Use Plan Map designation. Assessor's records and the applicant's SEPA checklist show that the two adjacent GC-designated lots in common ownership are a combined 13,360 square feet (0.31 acre) in size. By making the subject site the same land-use designation, the proposal would increase the amount of this commonly owned and contiguous GC-designated area to a total of 18,460 square feet (0.42 acre). The application

materials maintain that rather than being developed independently as a Residential 15-30 site, the subject site "...is better served as a common development with the remaining GC designated ownership." The proposal meets subsection (c).

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change from RMF (Residential Multifamily) to GC-70 (General Commercial with 70-foot height limit). The GC-70 zone implements the "General Commercial" land use designation proposed by the applicant. No policy language changes have been identified as necessary to support the proposed Land Use Plan Map amendment. The proposal meets this criterion.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff concludes that the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan satisfies the applicable criteria for approval as set forth in SMC Section [17G.020.030](#).

VIII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan for the subject property approximately 0.12 acre in size and located at 15 E Walton Ave (parcel 35052.2920).

IX. LIST OF EXHIBITS

- 1 Relevant Comprehensive Plan policies
- 2 Application Materials
- 3 SEPA CHECKLIST
- 4 SEPA Determination of Non-Significance
- 5 Department Comment – Development Services

EXHIBIT 1 – RELEVANT COMPREHENSIVE PLAN POLICIES

City of Spokane [Comprehensive Plan](#)

Land Use Element

LU 1.8 General Commercial Uses

Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres. City of Spokane Comprehensive Plan 3-12

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

CFU 2.1 Available Public Facilities

Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.

Discussion: Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries. It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

CFU 2.2 Concurrency Management System

Maintain a concurrency management system for all capital facilities.

Discussion: A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools. The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated. The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program. In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

218-882LOMP

Land Use Solutions & Entitlement

Land Use Planning Services

9101 N. MT. VIEW LANE Spokane, WA 99218
509-435-3108 (V)

10-28-18

Tirrell Black, AICP
City of Spokane Planning Services
W 801 Spokane Falls Blvd, 3rd Floor
Spokane WA 99201

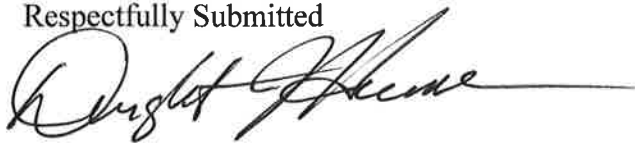
Ref: Jim Tombari Annual Map Amendment

Tirrell:

On behalf of Jim Tombari, please find its application for a Comprehensive Plan Amendment and rezone from R-15-30 to GC and RMF to GC-70. Specifically, enclosed are:

- 1) General Application
- 2) Early Threshold Review Supplement
- 3) Comprehensive Plan Annual Amendment Pre-Application
- 4) SEPA Checklist
- 5) Project Narrative
- 6) Site Plan
- 7) Summary of Neighborhood Council Outreach, and
- 8) \$500.00 application fee.

Respectfully Submitted



Dwight J Hume, agent
Land Use Solutions and Entitlement

RECEIVED

OCT 29 2018
Neighborhood and
Planning Services

**DESCRIPTION OF PROPOSAL:**

A map amendment from Residential 15-30 to General Commercial and a corresponding zone change from RMF to GC-70.

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

15 E Walton

APPLICANT:

Name: H A Tombari LLC

Address: 2510 E 37th Avenue Spokane WA 99223

Phone (home): **Phone (work):** 838-5637

Email address:

PROPERTY OWNER:

Name: H A Tombari LLC

Address: 2510 E 37th Avenue Spokane WA 99223

Phone (home): **Phone (work):** same

Email address:

AGENT:

Name: Dwight Hume dba Land Use Solutions & Entitlement

Address: 9101 N Mt. View Lane Spokane WA 99218

Phone (home): **Phone (work):** 509-435-3108

Email address: dhume@spokane-landuse.com

ASSESSOR'S PARCEL NUMBERS:

35052.2920

LEGAL DESCRIPTION OF SITE:

Lot 15, Block 57 Lidgerwood Park

SIZE OF PROPERTY:

5100 sf. (.12 acres)

RECEIVED

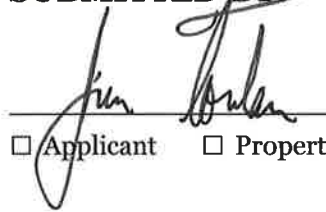
OCT 29 2018

Neighborhood and
Planning Services

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Land Use Map Amendment and corresponding zone change

SUBMITTED BY:



☒ Applicant ☐ Property Owner ☐ Property Purchaser ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

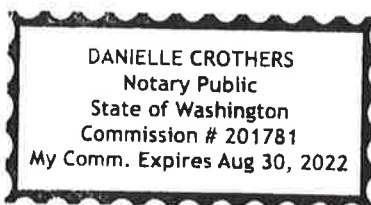
I, Jim Tombari, owner of the above-described property do hereby authorize Dwight Hume to represent me and my interests in all matters regarding this application.

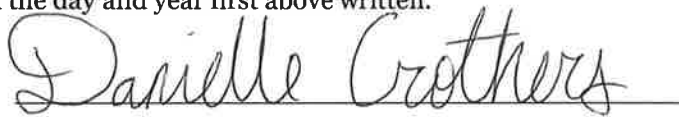
ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 24 day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jim Tombari, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.




Notary Public in and for the State of Washington,
residing at Spokane

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OCT 29 2018
Neighborhood and
Planning Services

Early Threshold Review

H A Tombari Map Amendment

Description of Proposed Amendment: Land Use Map change from Res 15-30 to General Commercial and a zone change from RMF to GC-70 on .12 acres (5100sf) to be included in the common ownership of the adjacent westerly .31 acres of GC-70. The subject site is located at 15 E Walton Avenue.

SMC 17G.025.010

1. **Describe how the proposed amendment is appropriately addressed as a Unified Development Code Amendment.**

The UDC allows for private sector request on individual ownerships, in-lieu-of a city-wide update to the comprehensive plan or a sub-area plan. Neither of these options are available, leaving the private sector request as the only reasonable option.

2. **The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.**

As stated above, neither a Citywide update nor a sub-area plan are available to this area and request.

3. **The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.**

The request is for one platted lot of 5100 sf to be added to the applicant's current GC ownership. No significant workload is created by this request.

4. **Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.**

The annual process for amending the Comprehensive Plan is to keep the Comprehensive Plan alive and responsive to the community. The subject

Neighborhood and
Planning Services

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property is part of a common ownership split between the GC-70 and RMF zones. Moreover, the commercial uses both north and south of the subject extend easterly of the proposed change. The requested amendment is therefore, consistent with the adjacent land use classification and zones and will implement many applicable Comprehensive Plan policies. The site has a full range of public services available and can accommodate any potential commercial use of the common site.

The request is consistent with the CWPP. The CWPP encourages growth in urban areas where services and utilities already exist. When the site is further developed, the applicant or developer will be required to demonstrate that levels of service are maintained, as required by the CWPP. The CWPP also encourages the use of public transit and development where public transit is available. It is important to note that the city has adopted development regulations and policies to implement the CWPP at the City level. Thus, consistency with the CWPP is achieved.

The application is consistent with the goals and policies of the Growth Management Act. The GMA encourages densification, in-fill and urban development and redevelopment in areas designated for urban growth and within existing city limits. The property is within the UGA and the city limits of Spokane. It also adjoins a significant designation of Residential 15-30 that extends to Mayfair and runs North to Wellesley and South to a point 3 blocks south of Bridgeport.

The proposed change is consistent with the following goals of the Comprehensive Plan:

Land Use 1.8

The intent of LU 1.8 is to contain existing commercial designations within existing boundaries and yet in this case, the intent fails to recognize common ownerships which existed at the time of adopting the plan and left a portion of the ownership in another zone. Moreover, it fails to create a uniform depth along the same arterial of Division Street and allows adjacent retail uses and zones to extend farther than what is asked for in this amendment. Even LU 1.5 prescribes a uniform depth to create some consistency for adjacent uses. This request would even up the line or depth to approximate the depth of zoning immediately south of the subject site and not extend beyond that depth. In recent decisions, the Planning Commission ignored the literal requirements of the policy language of LU 1.8 but adhered to the intent of containing the designation, thus allowing uniformity of zoning and better compatibility.

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Land Use 1.12

The proposed map change is consistent with LU 1.12. Existing public facilities and services are adequately available to the subject property.

Land Use 3.1

The proposed map change is consistent with LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1 future growth should be directed to locations where adequate services and facilities are available.

Land Use 5.3

The Off -Site impacts are mitigated by the development standards of the city and the subject property is adjacent to future medium density apartment uses not single-family. This further ensures compatibility and includes on-site parking within the same commercial zone rather than a special permit within a residential zone as is the case adjacent on the KFC property.

Transportation 3.1

Transportation and development patterns are important to support desired land uses. In this instance, all of the block from existing GC designated and zoned property, easterly to the end of the block at Mayfair, is now zoned for medium density residential use. Therefore, the availability of retail services within walking distance supports that future use. As stated before, this adjustment ensures a future retail use with adequate space for on site parking etc.

Economic Development Goal 3

The proposed map change is consistent with this goal because it allows a reasonably sized GC site for retail services adjacent to a future medium density residential area, thus fostering a range of business and employment opportunities.

Economic Development Goal 6

The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exist before extending infrastructure into new areas. In this case, all services are readily available.

5. **The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.** N/A, the proposal has not been submitted in the past.

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6. If this change is directed by state law or a decision of a court or administrative agency, please describe. N/A

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Comprehensive Plan or Land Use Code Amendment

Pre-Application



DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es))

- | | |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Text Change | <input checked="" type="checkbox"/> Land Use Designation Change |
| <input type="checkbox"/> Regulatory Code Text Change | <input type="checkbox"/> Area-Wide Rezone |

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals):*

- a. Summarize the general nature of the proposed amendment.
A map amendment from Residential 15-30 to General Commercial and a corresponding zone change from RMF to GC-70
- b. Why do you feel this change is needed?
The remainder of the applicant's property is GC and the subject parcel is needed to provide sufficient parking for the aforementioned GC portion and commercial use.
- c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?
The subject lot is flanked by GC zoning and use. KFC is located to the north of the subject and has parking by special permit directly north and northeast of the subject parcel. A GC zoned parcel exist south of the subject and is currently leased for RV sales. This would make the applicant's parcel the same depth as the parcel to the south for GC zoning and would not significantly sacrifice RMF zoning remaining to the east. (5100 sf).
- d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal? *N/A*
- e. For map amendments:
 1. What is the current Land Use designation and zoning for each affected parcel? *Res 15-30*
 2. What is the requested Land Use designation and zoning for each affected parcel? *GC-70*
 3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.
North: KFC Fast Food; South: RV Sales Lot; West: Vacant Commercial; East: Residential SF
- f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal? *Unknown*
- g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

There are no pending sub-area plans for this property. A private sector annual map amendment is the most efficient option that enables the subject property to become part of a normal sized commercial site in

this vicinity.

- h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?

☐ Yes ☒ No

- i. If yes, please answer the following questions:

1. When was the amendment proposal submitted?
2. Was it submitted as a consistent amendment or an inconsistent amendment?
3. What were the Plan Commission recommendation and City Council decision at that time?
4. Describe any ways that this amendment proposal varies from the previously considered version.

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Project Narrative Summary

Jim Tombari Map Amendment

Jim Tombari request a map amendment from R 15-30 to GC and a corresponding zone change from RMH to GC-70 to match the remaining property located adjacent and west of the subject property. The subject property is located at 15 E Walton Avenue and is 5100 sf or .12 acre in size. If approved, it would be combined with the westerly common ownership and consist of a total of 18460 sf or .42 acres.

The subject property was recently cleared of a dwelling unit because the rental market of this location was not cost effective to sustain the use. Now it is cleared and leveled for future expansion of the GC-70 zone that Mr. Tombari has on the remainder.

It is also important to note that the inclusion of this lot into the GC-70 zone does not extend as far as the adjoining northerly improvement for KFC, which includes a previous special permit for associated parking for the KFC. In other words, this extension easterly of the GC designation is insignificant and approximates what has been granted for commercial use both north and south of the subject property.

Finally, it is worth mentioning that the removal of 5200 sf of RMF zoning is insignificant to the amount of RMF zoning remaining after the change. In fact, a close inspection of the common zoning boundary between GC and RMF shows the subject property as a westerly extension of 5200 sf and virtually unusable to the remaining RMF.

The revision cleans up a zoning border and enhances the GC zone for a better accommodation of retail use next to RMF.



From: dhume@spokane-landuse.com
Sent: Monday, October 29, 2018 10:38 AM
To: 'nevadaheightsnc@gmail.com'
Subject: Proposed Annual Amendments attached
Attachments: Francis Nevada Partnership General Application.doc; Jim Tombari General Application 15 E Walton.doc

Mindy Muglia, Chair: I am sending you this email to advise you of two proposed map amendments being filed with the City of Spokane. I represent two separate clients located within your neighborhood boundaries, one located at the NE corner of Walton and Division across from Clarke Park and the other located at the NE corner of Decatur and Nevada. I have attached the General Application for further information. The City requires that we meet to discuss the details of the proposals and I would be available for your December 12th meeting. Unfortunately I have a conflict for the November 14 meeting. Please advise if the December date is available, or if we in fact have to schedule it for your January meeting due to the holiday schedules.

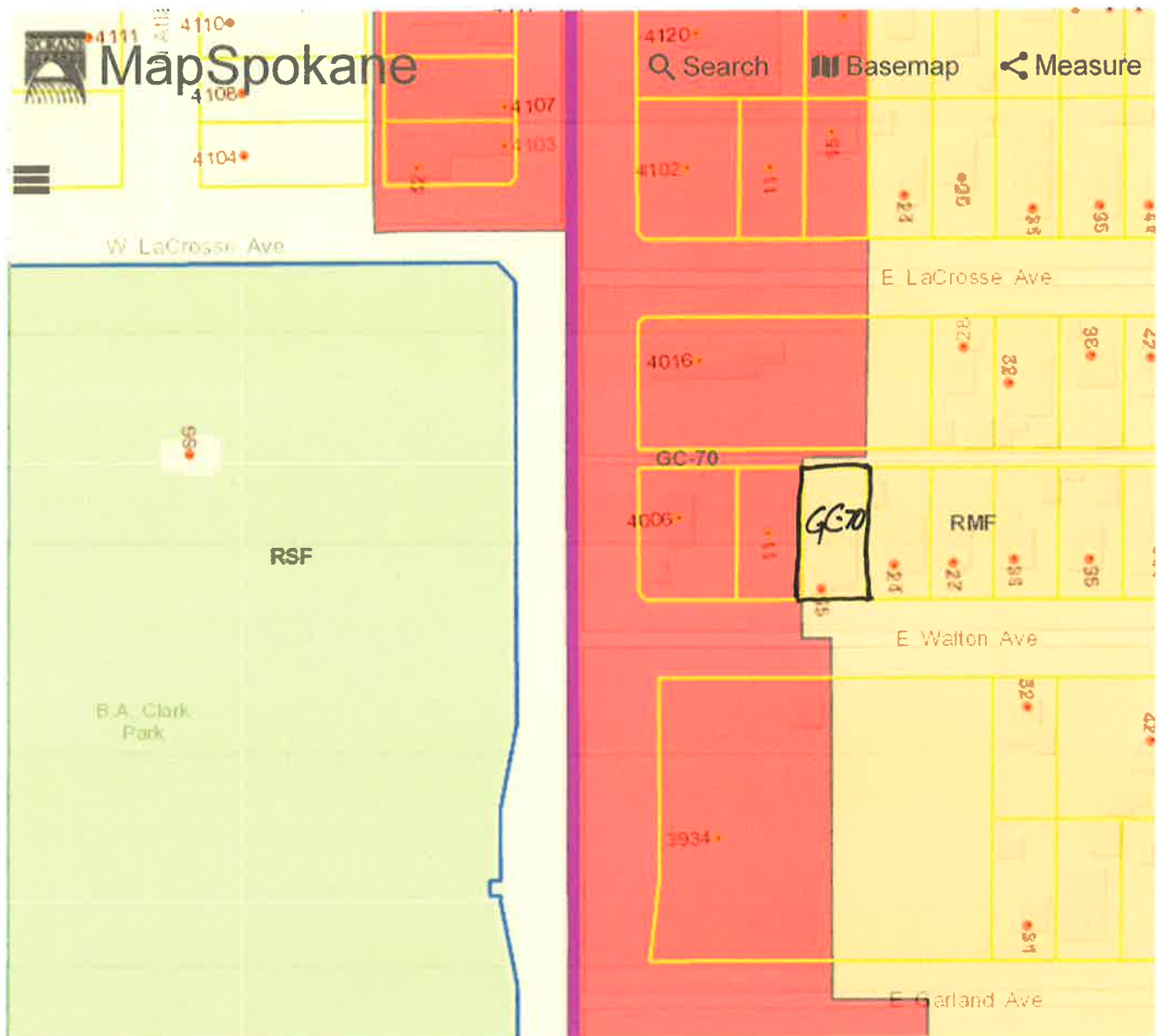
I am available by phone or email.

Regards

Dwight J Hume

Land Use Solutions and Entitlement
9101 N Mt. View Lane
Spokane WA 99218
509-435-3108

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PROPOSED ZONE GC-70

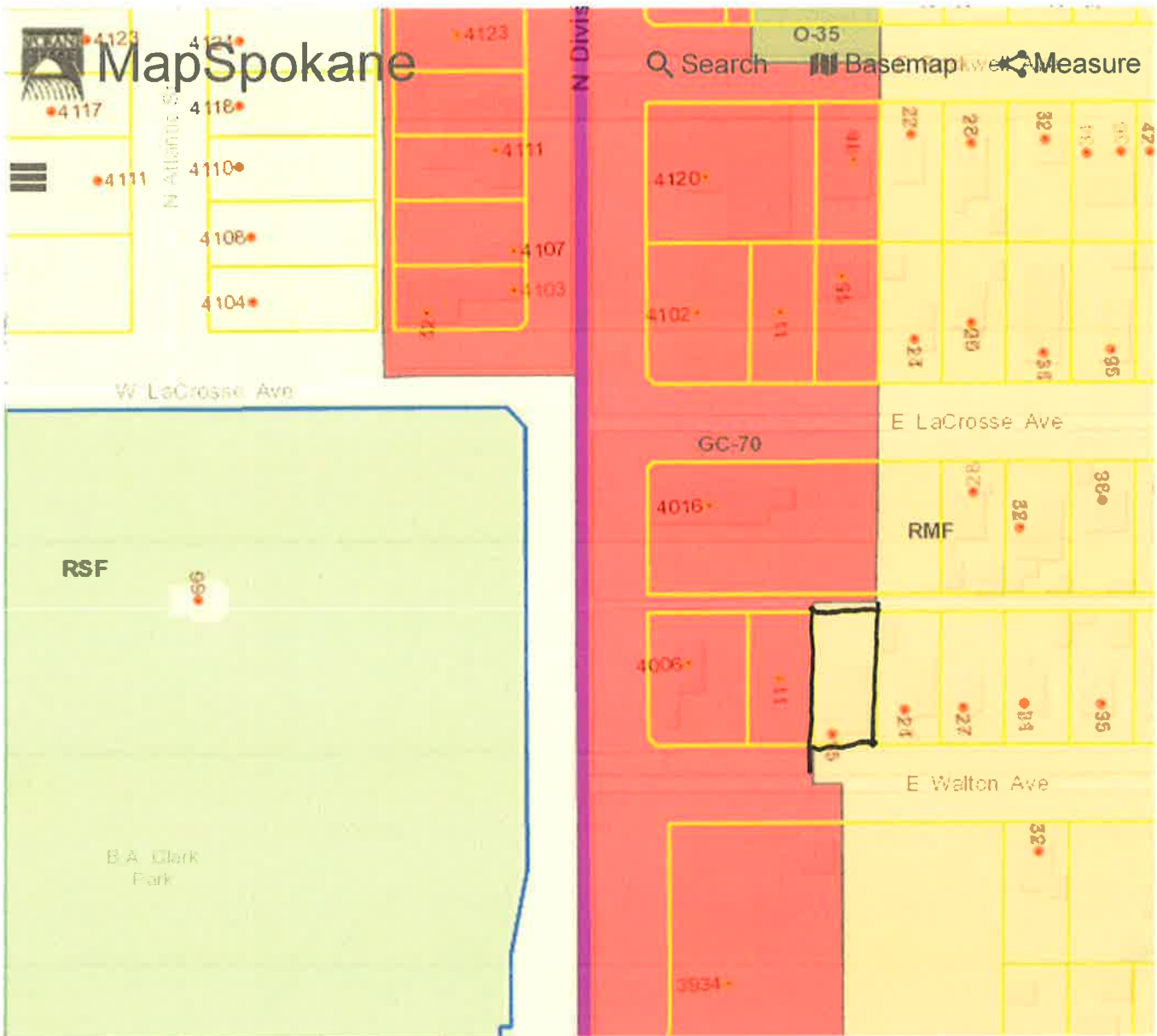
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C

[Map Use Disclaimer](#)



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0 50 100ft



[Map Use Disclaimer](#)



Comprehensive Plan Amendments

Full Review

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Z18-882COMP (Tombari)

Full Review & Fees for Applications approved for Annual Amendment Work Program:

MAR 11 2019

This "Full Review" application and full payment of fees is required to be completed and filed with City of Spokane within 15 days of council action by all applicants when proposals have been added to the "Annual Comprehensive Plan Amendment Work Program" by City Council Resolution.

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Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your applications chances of being reviewed during this amendment cycle. Answers to these questions will assist in review of the criteria in SMC 17G.020.030.

1. Describe the nature of the proposed amendment and explain if there is any change from the early threshold review application. *A map change of category from Residential 15-30 to General Commercial. This brings the remaining 5100 sf of the applicant's ownership into the adjoining General Commercial category, thus making the site more spacious and attractive to use while not encroaching any further than the adjacent GC designation.*
2. How will the proposed change provide a substantial benefit to the public? *The property is only 5100 sf in size. It's current zone of RMF would accommodate 3.5 units of density if included in other adjacent RMF property. As a stand-alone parcel, it cannot be used due to size, shape and development requirements for that zone. In contrast, the same square footage can improve the usability of existing GC-70 zoning owned by the applicant and become a better tax revenue for the city.*
3. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies. *The proposal is consistent with the intent of the adopted land use plan in so far as the current GC designation extends to the same boundary as the proposed request. Clearly, there was no intent to carve this lot out of the GC designation and render it useless as stated above.*
4. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies. *The proposal is consistent with GMA and other applicable state and federal guidelines.*

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(Rev Feb 2018)

5. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional Transportation Improvement District, and official population growth forecasts? If inconsistent please describe the changed regional needs or priorities that justify such an amendment and provide supporting documents, reports or studies. *The proposal is consistent with CWPP and existing adopted land use policies.*
6. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan? Are there other infrastructure implications that may be relevant given the review criteria in SMC 17G.020.030(C)? *No*
7. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation. *No*

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Project Description

Z18-882COMP Tombari

This is a map amendment request to incorporate the remainder of the applicant's ownership into the General Commercial category and a zone change from RMF to GC-70 identical to the rest of the ownership.

The subject property is located at E 15 Walton and was formerly a single-family rental house. Due to the condition of the house and the neighborhood, it was no longer cost effective to continue that use. Consequently, the applicant/owner removed the structure and is now seeking to include the property with his adjacent GC-70 property.

This would enhance the usability of the current GC-70 property by adding an additional 5100 sf and better accommodate all development standards for retail purposes.

As stated throughout the application, the inclusion of this parcel is consistent with the current commercial designations adjacent and does not expand beyond the current intended depth from Division of other GC property.

End of Description

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Section 17G.020.030
Final Review Criteria

MAR 11 2019

Z18-882COMP (HA Tombari LLC)

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A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

No changes to GMA or environmental regulations are known to affect the proposed amendment. Accordingly, the proposed amendment is consistent with applicable GMA and environmental regulations.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

The proposal is consistent with the adopted goals and policies of the Comprehensive Plan. That document has the same internal compliance requirement. Therefore, this meets the GMA requirements.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

No new infrastructure improvements will be triggered by this proposal. All expenses associated with this proposal are on site and privately funded.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

No impacts will occur to require a shortfall to service levels from this proposed amendment.

E. Internal Consistency.

1).The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For

example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

The proposed expansion of the existing General Commercial designation is inconsequential to the internal and applicable plans and programs of the City of Spokane.

2). If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Not Applicable

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts

The expansion of the existing GC designation is not consequential to Regional Consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures

1) Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action

The proposed amendment has no accumulative impacts

2) Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

This proposal has no effects on land use type or geographic area.

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H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter [17E.050](#)

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

The applicant is unaware of other pending applications. Notwithstanding, this expansion of an existing GC designation has insignificant cumulative impacts

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS) *Not Applicable*

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies

The proposal has no impacts upon citywide services.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County: *Not Applicable*

K. Demonstration of Need.

1) Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

The subject site extends the land use category 50' easterly in alignment with the current GC border located both north and south of the proposal, rendering it consistent.

- b. The map amendment or site is suitable for the proposed designation;

The applicant owns the westerly GC designated property out to Division Street. The current designation of the subject is Residential 15-30 and is only 5100 sf in size. As an RMF zoned site, it only generates 3.5 units of multi-family if combined with other adjacent RMF property. As an independent site, it is unusable for apartments due to other parking and development requirements. Accordingly, it is better served as a common development with the remaining GC designated ownership.

- c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

As stated above, the site is more usable for commercial purposes since it can be combined with the applicants adjacent GC-70 property, thereby expanding that site into a more usable size.

2) Rezones Land Use Plan Map Amendments

The extension of the existing GC-70 zone does not impact other areas or zones citywide.

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Environmental Checklist

File No. Z18-882COMP

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

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A. BACKGROUND

1. Name of proposed project, if applicable: Non-project action
2. Name of applicant: H A Tombari LLC
3. Address and phone number of applicant or contact person: Dwight Hume, agent; 9101 N Mt. View Lane Spokane WA 99218 509-435-3108
4. Date checklist prepared: October, 2018
5. Agency requesting checklist: Planning Services
6. Proposed timing or schedule (including phasing, if applicable): N/A
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Yes, if approved, it will become part of the adjacent westerly GC-70 zone.
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. As stated above, the applicant owns the adjacent 13360 sf.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. Unknown
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No
10. List any government approvals or permits that will be needed for your proposal, if known. Map and zone change; building permit, landscape plan approval; storm drainage plan approval.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. **Non-project action. To be determined at time of building permit.**

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. **Approximately 150' east of Division on the north side of Walton Avenue in the vicinity of Clark Park.**

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) **City of Spokane**

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

Non-project action. To be determined at time of building permit.

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- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Non-project action. To be determined at time of building permit. _____

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Non-project action. To be determined at time of building permit. _____

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

Non-project action. To be determined at time of building permit. _____

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

Unknown _____

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Non-project action. To be determined at time of building permit. _____

TO BE COMPLETED BY APPLICANT

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.* _____

- b. What is the steepest slope on the site (approximate percent slope)? **N/A**

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- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. **Non-project action. To be determined at time of building permit.** _____

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. **No** _____

- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:
Non-project action. To be determined at time of building permit. _____

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Unlikely _____
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? **Non-project action. To be determined at time of building permit.** _____

- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: **Non-project action. To be determined at time of building permit.** _____

2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. _____
Non-project action. To be determined at time of building permit. _____

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. **No** _____

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- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Non-project action. To be determined at time of building permit. _____

3. Water

- a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No _____

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. _____

No _____

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A _____

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No _____

- (5) Does the proposal lie within a 100-year floodplain? _____ If so, note location on the site plan.

No _____

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- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Non-project action. To be determined at time of building permit.

b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Non-project action. To be determined at time of building permit.

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

Non-project action. To be determined at time of building permit.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Non-project action. To be determined at time of building permit.

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

Non-project action. To be determined at time of building permit.

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- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.
Non-project action. To be determined at time of building permit. _____

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Only

4. Plants

- a. Check or circle type of vegetation found on the site:
_____ Deciduous tree: *alder, maple, aspen, other.*
_____ Evergreen tree: *fir, cedar, pine, other.*
_____ Shrubs
_____ **Grass**
_____ Pasture
_____ Crop or grain
_____ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*
_____ Water plants: *water lilly, eelgrass, milfoil, other.*
_____ Other types of vegetation.
- b. What kind and amount of vegetation will be removed or altered? **Non-project action. To be determined at time of building permit.** _____

- c. List threatened or endangered species known to be on or near the site. **Unknown** _____

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: **Non-project action. To be determined at time of building permit.** _____

5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:
birds: *hawk, heron, eagle, **songbirds**, other.* _____
mammals: *deer, bear, elk, beaver, other.* _____
fish: *bass, salmon, trout, herring, shellfish, other.* _____
other: _____

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- b. List any threatened or endangered species known to be on or near the site.

None _____

- c. Is the site part of a migration route? If so, explain. **No** _____

- d. Proposed measures to preserve or enhance wildlife, if any:

None _____

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. **Non-project action. To be determined at time of building permit.** _____

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. **No** _____

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Non-project action. To be determined at time of building permit. _____

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. **Non-project action. To be determined at time of building permit.** _____

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- (1) Describe special emergency services that might be required.
Non-project action. To be determined at time of building permit.

- (2) Proposed measures to reduce or control environmental health hazards, if any:
Non-project action. To be determined at time of building permit.

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Division St Traffic

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Short Term: Construction

Long Term: Customer traffic and delivery

- (3) Proposed measure to reduce or control noise impacts, if any:
None anticipated

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?
Site: Vacant; West Retail; North: Retail; South: Retail; East Residential

- b. Has the site been used for agriculture? If so, describe. **No**

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- _____
- _____
- c. Describe any structures on the site. None _____
- _____
- _____
- d. Will any structures be demolished? If so, which? The house has been removed _____
- _____
- _____
- e. What is the current zoning classification of the site? RMH _____
- _____
- f. What is the current comprehensive plan designation of the site? Res 15-30 _____
- _____
- g. If applicable, what is the current shoreline master program designation of the site?
N/A _____
- _____
- h. Has any part of the site been classified as a critical area? If so, specify. No _____
- _____
- _____
- i. Approximately how many people would reside or work in the completed project?
Non-project action. To be determined at time of building permit. _____
- j. Approximately how many people would the completed project displace? None _____
- k. Proposed measures to avoid or reduce displacement impacts, if any: None _____
- _____
- _____
- _____
- _____

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- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: _____
Compliance with applicable development regulations _____

Evaluation for
Agency Use
Only

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high-, middle- or low-income housing. **N/A** _____

- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. **None** _____

- c. Proposed measures to reduce or control housing impacts, if any: **None** _____

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? **Non-project action. To be determined at time of building permit.** _____

- b. What views in the immediate vicinity would be altered or obstructed? **None** _____

- c. Proposed measures to reduce or control aesthetic impacts, if any: **Non-project action. To be determined at time of building permit.** _____

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11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? Outdoor lighting
- b. Could light or glare from the finished project be a safety hazard or interfere with views? No
- c. What existing off-site sources of light or glare may affect your proposal? None
- d. Proposed measures to reduce or control light and glare impacts, if any: Downcast of outdoor lights

Evaluation for
Agency Use
Only

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? Clarke Park across Division from the subject ownership and Byrnes Park one block east.
- b. Would the proposed project displace any existing recreational uses? If so, describe. No
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: None

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13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. No
- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.
N/A
- c. Proposed measures to reduce or control impacts, if any:
None

Evaluation for
Agency Use
Only

14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. Division St and Walton
- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? Yes
- c. How many parking spaces would the completed project have? How many would the project eliminate? Non-project action. To be determined at time of building permit.
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). No
- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. No

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- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. **Non-project action. To be determined at time of building permit.** _____

(Note: to assist in review and if known indicate vehicle trips during PM peak,
AM Peak and Weekday (24 hours).)

- g. Proposed measures to reduce or control transportation impacts, if any: **Non-project action. To be determined at time of building permit.** _____

Evaluation for
Agency Use
Only

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. **Non-project action. To be determined at time of building permit.** _____

- b. Proposed measures to reduce or control direct impacts on public services, if any: **Non-project action. To be determined at time of building permit.** _____

16. Utilities

- a. Circle utilities currently available at the site: ***electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.*** _____
- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed. **Non-project action. To be determined at time of building permit.** _____

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C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/29/18

Signature: 

Please Print or Type:

Proponent: Dwight Hume agent

Address: 9101 N Mt. View Lane

Phone: 509-435-3108

Spokane WA 99218

Person completing
form (if different
from proponent): Same as above

Address: _____

Phone: _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS
(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

Non-project action. To be determined at time of building permit. _____

Proposed measures to avoid or reduce such increases are:

Non-project action. To be determined at time of building permit. _____

2. How would the proposal be likely to affect plants, animals, fish or marine life?

Non-project action. To be determined at time of building permit. _____

Proposed measures to protect or conserve plants, animals, fish or marine life are:

Non-project action. To be determined at time of building permit. _____

3. How would the proposal be likely to deplete energy or natural resources?

Non-project action. To be determined at time of building permit. _____

Proposed measures to protect or conserve energy and natural resources are:

Non-project action. To be determined at time of building permit. _____



4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

None, no impacts _____

Proposed measures to protect such resources or to avoid or reduce impacts are:

None _____

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

It should enable a retail site to be better used next to RMH zoned property

Proposed measures to avoid or reduce shoreline and land use impacts are:

Compliance with applicable development standards. _____

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Non-project action. To be determined at time of building permit. _____

Proposed measures to reduce or respond to such demand(s) are:

Non-project action. To be determined at time of building permit. _____

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

N/A _____

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C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/29/18 Signature: *D. Hume*

Please Print or Type:

Proponent: Dwight Hume Address: 9101 N Mt. View Lane

Phone: 509-435-3108 Spokane WA 99218

Person completing form (if different from proponent): SAME AS ABOVE

Address: _____

Phone: _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z18-882COMP

PROPOSER: H A Tombari, LLC (Agent: Dwight Hume, Land Use Solutions and Entitlement)

DESCRIPTION OF PROPOSAL: This proposal is to change parcel 35052.2920 from "Residential 15-30 Land Use" and RMF zoning to "General Commercial Land Use" and GC-70 zoning (same as adjacent parcel to the west and north). The subject parcel is approximately 5,100 square feet (0.12 acre). No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:

The subject site is one parcel located on the north side of East Walton Avenue, approximately 150 feet east of Division Street (15 E Walton Ave / parcel 35052.2920). The concerned property totals approximately 5,100 square feet (0.12 acre).

Legal Description: Lot 15, Block 57, Lidgerwood Park Addition in the City of Spokane, County of Spokane, Washington State.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [] There is no comment period for this DNS.
- [] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

Responsible Official: Heather Trautman

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: August 27, 2019

Signature: 

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

From: [Johnson, Erik D.](#)
To: [Gwinn, Nathan](#)
Subject: RE: Z18-884COMP 4502-4508 N Madison St
Date: Wednesday, May 1, 2019 8:03:18 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

No issues for Engineering on these.

From: Eliason, Joelle <jeliason@spokanecity.org>
Sent: Tuesday, April 30, 2019 7:48 AM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Cc: Johnson, Erik D. <edjohnson@spokanecity.org>
Subject: RE: Z18-884COMP 4502-4508 N Madison St

Thank you, Nathan.
Erik is reviewing those two.



Joelle Eliason | City of Spokane | Engineering Technician IV Development Services Center
509.625-6385 | fax 509.625.6822 | jeliason@spokanecity.org | spokanecity.org



**Know what's below.
Call before you dig.**

From: Gwinn, Nathan <ngwinn@spokanecity.org>
Sent: Monday, April 29, 2019 2:13 PM
To: Eliason, Joelle <jeliason@spokanecity.org>
Subject: RE: Z18-884COMP 4502-4508 N Madison St

Hi Joelle,

Thank you for sending the comments. In order to provide similar documentation, would your department want to provide any comments on the other two proposed map amendments this year, Z18-882COMP and Z18-883COMP?

For reference, I attached the agency requests for comments for those applications.

Thank you,

Nathan Gwinn | Assistant Planner | Planning & Development

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Eliason, Joelle <jeliason@spokanecity.org>

Sent: Wednesday, April 24, 2019 8:38 AM

To: Gwinn, Nathan <ngwinn@spokanecity.org>

Cc: Becker, Kris <kbecker@spokanecity.org>; Nilsson, Mike <mnilsson@spokanecity.org>; Brown, Eldon <ebrown@spokanecity.org>; Kells, Patty <pkells@spokanecity.org>

Subject: Z18-884COMP 4502-4508 N Madison St

Nathan,

Please see the attached comments regarding Z18-884COMP.

Thank you,

Joelle Eliason



Joelle Eliason | City of Spokane | Engineering Technician IV Development Services Center

509.625-6385 | 808 W Spokane Falls Blvd, Spokane, WA 99201 | jeliason@spokanecity.org | my.spokanecity.org



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Exhibit A: Proposed Land Use Designation

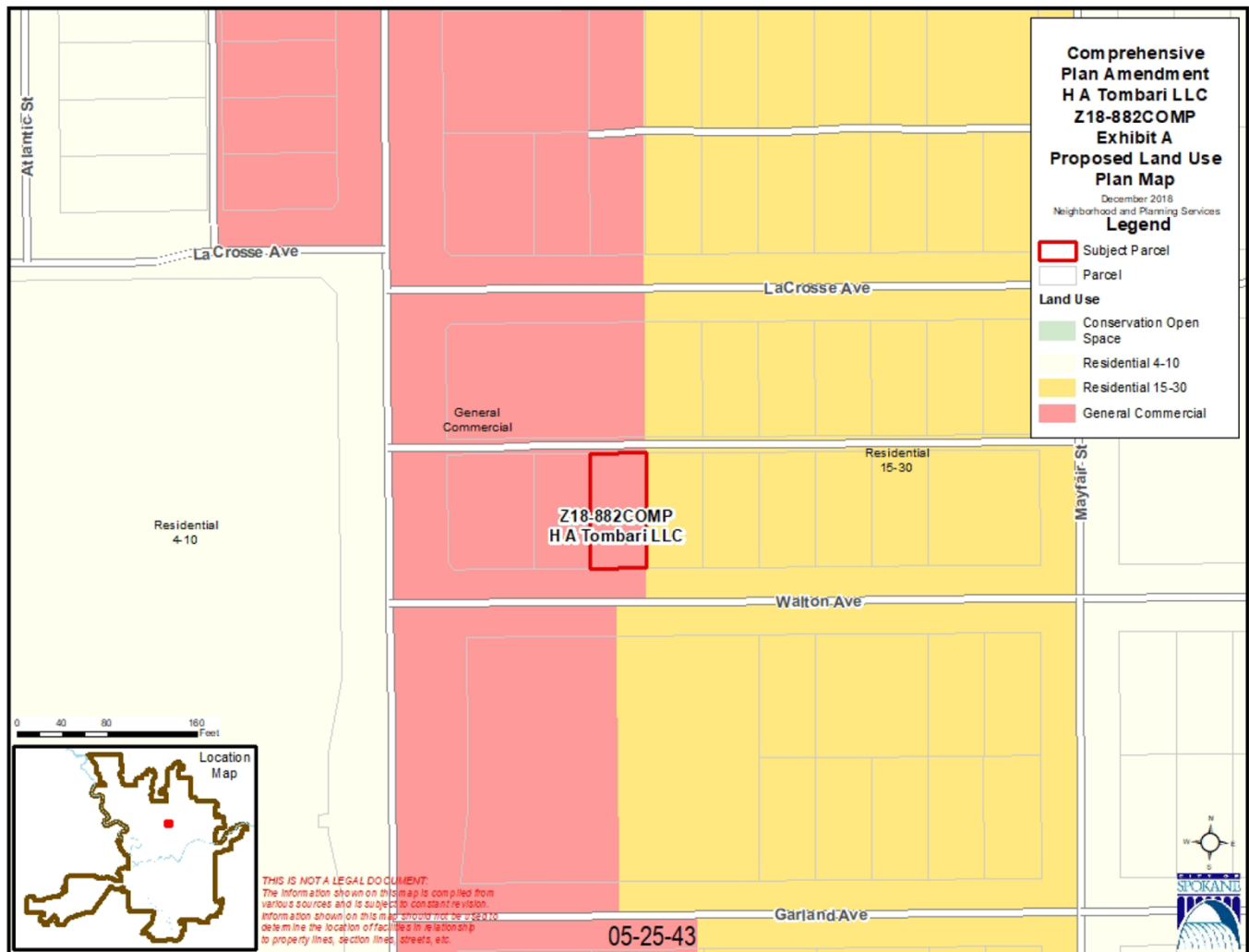
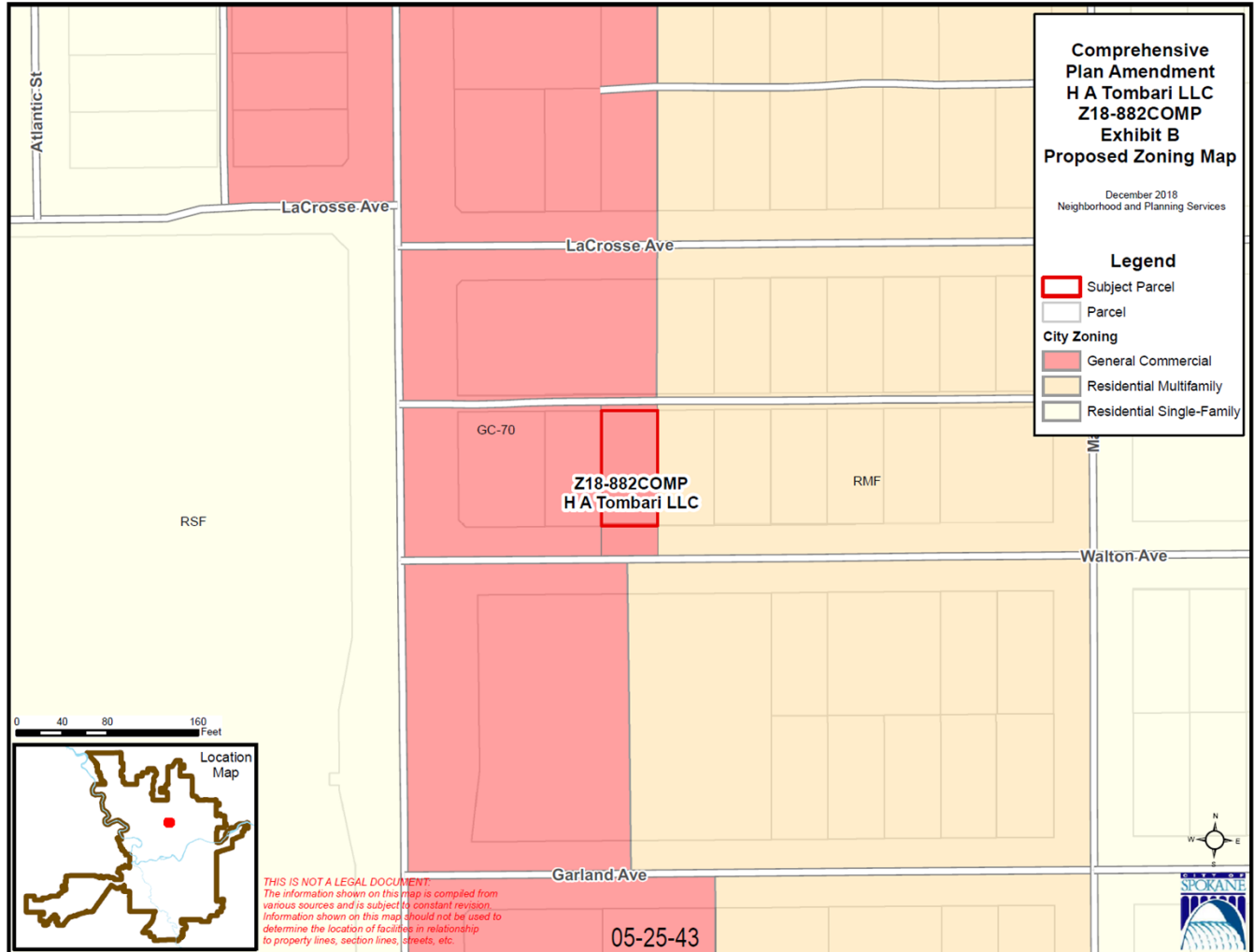


Exhibit B: Proposed Zoning Designation





Agenda Sheet for City Council Meeting of:
11/11/2019

Date Rec'd	10/28/2019
Clerk's File #	ORD C35839
Renews #	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	KEVIN 625-6184	Project #	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 – LAND USE PLAN MAP AMENDMENT – SHERMAN ST		

Agenda Wording

An Ordinance relating to application Z18-883COMP by Acceleration Physical Therapy amending the Comprehensive Plan Land Use Plan Map from Residential 15-30 to Office for 0.29 acres and a change to the Zoning Map from RMF to O-35.

Summary (Background)

The subject properties are legally described as Lots 1 and 2 of the Subdivision of Lot 5 of GH Morgan's Addition. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment and has recommended approval of the amendment.

<u>Fiscal Impact</u>	Grant related?	NO	<u>Budget Account</u>
	Public Works?	NO	

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	10/10/19
<u>Division Director</u>	DUVALL, MEGAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	tblack@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	ngwinn@spokanecity.org	
<u>Additional Approvals</u>		dhume@spokane-landuse.com	
<u>Purchasing</u>		jrichman@spokanecity.org	
		sbishop@spokanecity.org	
		htrautman@spokanecity.org	
		tsanders@spokanecity.org	

ORDINANCE NO. C35839

AN ORDINANCE RELATING TO APPLICATION PLANNING FILE Z18-883COMP AND AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "OFFICE" FOR APPROXIMATELY 0.29 ACRES DESCRIBED AS LOTS 1 AND 2 OF THE SUBDIVISION OF LOT 5 OF GH MORGAN'S ADDITION AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTIFAMILY (RMF)" TO "OFFICE (O-35)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z18-883COMP was timely submitted to the City for consideration during the City's 2018/2019 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z18-883COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for 0.29 acres. If approved, the implementing zoning designation requested is "Office (O-35)"; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on July 10, 2019; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 27, 2019 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 28, 2019; and

WHEREAS, the staff report for Application Z18-883COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 11, 2019 for Application Z18-883COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z18-883COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 6 to 1 to recommend approval of Application Z18-883COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z18-883COMP is approved.
2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 15-30" to "Office" for 0.29 acres, as shown in Exhibit A.
3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Multifamily (RMF)" to "Office (O-35)" as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
0.29 acre at 701 and 707 South Sherman Street; File Z18-883COMP**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

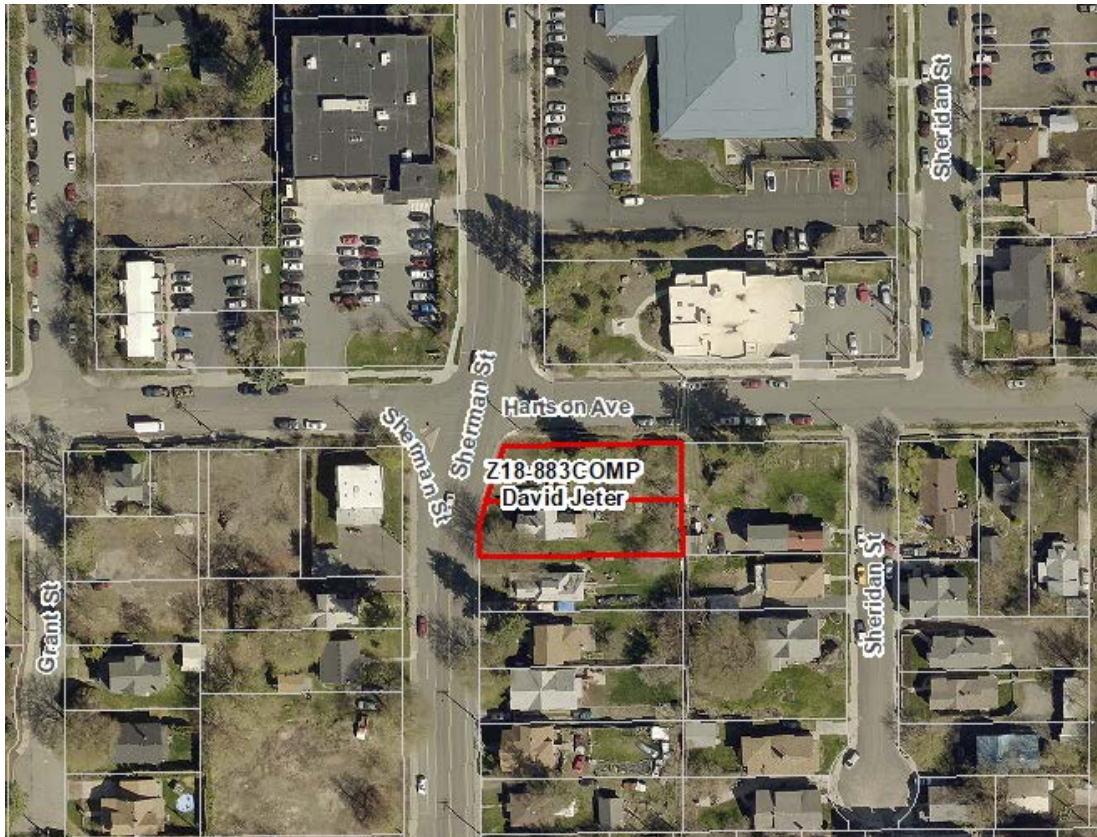
DESCRIPTION OF PROPOSAL:

Change parcels 35203.0101 and 35203.0102 from “Residential 15-30 Land Use” and RMF zoning to “Office Land Use” and O-35 zoning (same as adjacent parcel to the north). The subject parcels are approximately 13,000 square feet (0.29 acre) total. No specific development proposal is being approved at this time.

II. GENERAL INFORMATION

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant/Property Owner(s):	David Jeter, MPT, COMT, Acceleration Physical Therapy/Carl Upton and Patricia Upton aka Patricia Reilly
Location of Proposal:	The subject site is two parcels located on the southeast corner of South Sherman Street and East Hartson Avenue, (701 and 707 S Sherman St / parcels 35203.0101 and 35203.0102). The concerned property totals approx. 13,000 square feet (0.29 acre).
Legal Description:	Lots 1 and 2 of Subdivision of Lot 5, GH Morgan’s Addition
Existing Land Use Plan Designation:	“Residential 15-30”
Proposed Land Use Plan Designation:	“Office”
Existing Zoning:	RMF (Residential Multifamily)
Proposed Zoning:	O-35 (Office with 35-foot height limit)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Nathan Gwinn, Assistant Planner; ngwinn@spokanecity.org
Recommendation:	Approve, if the Plan Commission finds the application conforms with appropriate location criteria

III. BACKGROUND INFORMATION

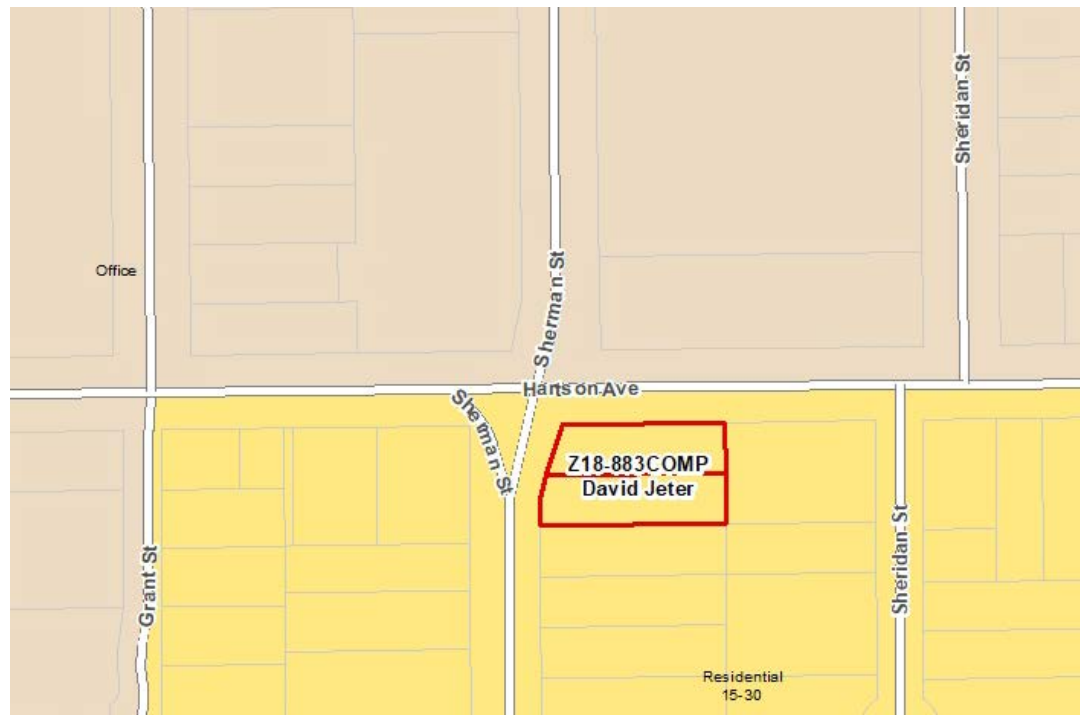


- A. Site Description:** The subject parcels (tax parcels 35203.0101 and 35203.0102) for the proposal contain approximately 13,000 square feet (0.29 acre), situated at 701 & 707 S Sherman St. The site is improved with a single-family dwelling built in 1895 on the southern lot. Situated at the southeast corner of S Sherman St and E Hartson Ave, the property fronts the east side of Sherman, a minor arterial, and the south side of Hartson, a local access street.

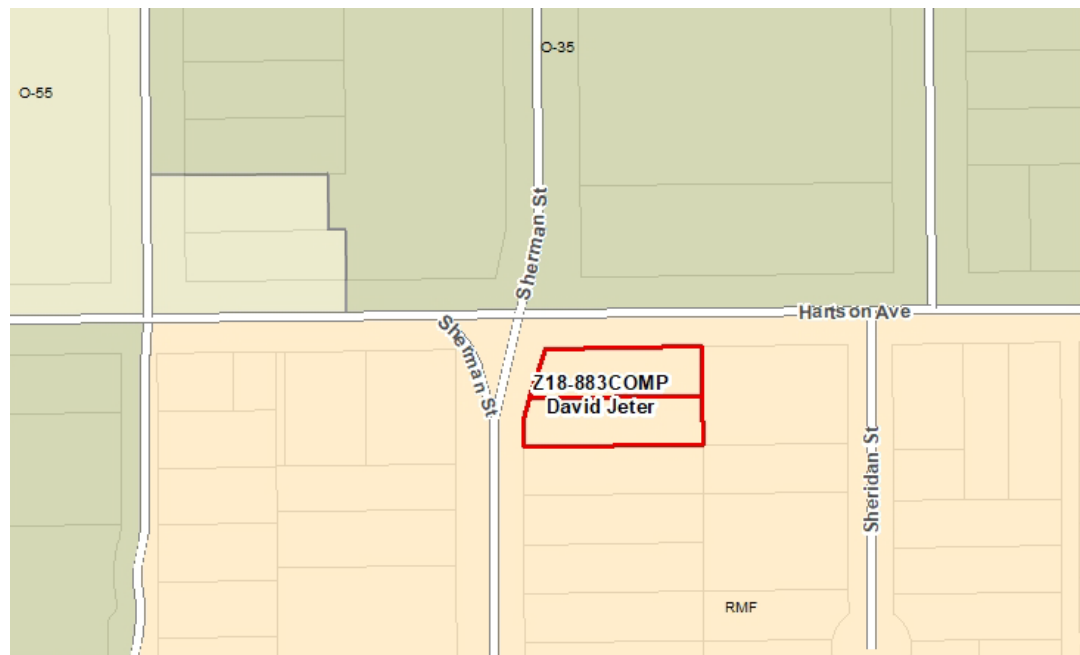
The subject parcels share a block with several other single-family dwellings and some duplexes.

- B. Proposal Description:** Pursuant to the procedures provided in [chapter 17G.060](#) Spokane Municipal Code, “Comprehensive Plan Amendment Procedure,” the applicant is requesting a Comprehensive Plan Land Use Plan Map designation change from “Residential 15-30” to “Office.” If approved, the zoning would be changed from RMF (Residential Multifamily – 35 feet) to O-35 (Office – 35 feet). Although the project description submitted by the applicant indicates that the site would be improved for an office and off-street parking, the applicant’s proposal does not include any specific plans for development or improvement to the property. Development and improvement of the site would be subject to all relevant provisions of the City’s Unified Development Code, including without limitation, [chapter 17D.010](#) SMC relating to concurrency.

C. Existing Land Use Plan Map Designations with Subject Property in Bold Red Outline



D. Existing Zoning Map with Subject Property in Bold Red Outline



E. Land Use History: The subject property was annexed to the City in 1883 and later platted as Lots 1 and 2 of Subdivision of Lot 5, GH Morgan's Addition in 1889. The home at 707 S Sherman St was built in 1895. Permit records indicate

at least one dwelling was also built on the northern lot at 701 S Sherman St by 1917, but that lot is now vacant.

By 1975, the subject property was zoned Multifamily Residence (R3), similar to the current designation adopted in 2007. However, two citywide plans in the intervening time designated the site differently. In 1983, the City's Land Use Plan designated the site Low Density Residential. Afterward, when the City adopted its Comprehensive Plan in 2001 under newly adopted requirements of the Growth Management Act, the site and block were designated Residential 4-10. Commensurate with the designation, the site was rezoned Residential Single-Family (RSF) in 2006 under ORD C33841. However, in January 2007, the Land Use Plan Map designation was changed to Residential 15-30 after adoption of the East Central Area Land Use Plan Changes under ORD C33945, changing the implementing zoning from RSF to RMF and returning to multifamily residential zoning of the property.

F. Adjacent Land Uses and Improvements:

North: across E Hartson Ave	Office designation; medical office and parking lot, built in 2013
South	Residential 15-30; Single-family residence
East	Residential 15-30; Single-family residence
West: across S Sherman St	Residential 15-30; Multi-family residential building and parking lot

G. Street Designations: The subject property lies at the southeast corner of East Hartson Avenue and South Sherman Street. The Proposed Arterial Network Map TR 12, in Chapter 4 of the Comprehensive Plan, classifies Sherman Street as an **Urban Minor Arterial**. East Hartson Avenue is a local access street.

H. Application Process:

- Application was submitted on October 29, 2018.
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution ([RES 2019-0011](#)) on February 25, 2019;
- Applicant was provided Notice of Application on May 15, 2019;
- Notice of Application was posted, published, and mailed on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and mailed by August 28, 2019;
- Notice of Public Hearing was published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as Exhibits 5 and 6. Two agency/city department comments were received regarding this application:

- Avista
- City of Spokane, Development Services

Notice of this proposal was also sent to the East Central Neighborhood Council and all property owners within the notification area. Notice was posted on the subject property and in the local library branch, and published in the Spokesman Review.

- One comment letter in opposition to the proposal was received from a property owner in the vicinity, at 715 S Sherman St, while no comments were received from other members of the public prior to the comment deadline. The letter is included in this report as Exhibit 7. Note: The comment letter author's property does not directly abut the subject site as his letter suggests, but it does adjoin another neighboring single-family dwelling at 711 S Sherman St, which lies between the 715 S Sherman St and the subject site.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC [17G.020.010](#) provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section [17G.020.030](#) establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW [36.70A.020](#), “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing.

In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, and nearby transit service and lies immediately adjacent to S Sherman St, a minor arterial, and E Hartson Avenue, a local access street. Under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC [17D.010.020](#). Staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: The subject property is centrally located within the city in an area well-served by urban facilities and services, and the proposal itself does not involve a specific development project. Implementation of the concurrency

requirement, as well as applicable development regulations and transportation impact fees, will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

- 1. *The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.***

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. A planning process began in 2004 and 2005 to develop a Neighborhood Plan, adopted by the City under RES 2006-0032, following the City's neighborhood planning and centers and corridors planning guidelines. The plan encompassed all of the area within the East Central neighborhood council boundary, and it recommended studying the expansion of a medical district employment center in the vicinity of the subject site (pp. 23-24).

Following this, the City adopted the separate East Central Area Land Use Plan Changes effective January 10, 2007, under ORD C33945, as discussed above in section III.E of this report. The Ordinance recognized that some East Central residential areas including the subject property "...should now have the zoning map designation in place prior to June 14, 2006 reinstated" (p. 2). Later, East

Central became the first neighborhood to utilize funding allocated by the City Council in 2007 to complete a specific project, improvements to the Ben Burr Trail, through the neighborhood council's Action Plan for 2009. That trail is located more than a half-mile east of the applicant's property.

In summary, the neighborhood planning process identified a medical district for study in the vicinity of the subject proposal, additionally changing the Land Use Plan Map designation from Residential 4-10 to Residential 15-30 to reinstate the longstanding multifamily residential zoning here. Although the City adopted these measures, none of the neighborhood plans identified any other strategies relating to the future use or development of the subject parcels, nor were any specific improvements or projects identified within or adjacent to the subject parcels. Therefore, the proposal to change the land-use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 1 of this report. Further discussion of Comprehensive Plan Policy LU 1.5 Office Uses is included under the staff analysis of Criterion K.2 below.

- 2. *If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed change in land use designations affects a relatively small (approximately 0.29-acre) area near the center of the urbanized area, with no foreseeable implications to regional or interjurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. The proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle. Three applications are for map amendments, while two are proposed text amendments to the Comprehensive Plan.

The three map amendment proposals, including the subject proposal, are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the three map amendment proposals is separated from the others by large swaths of pre-existing urban development. The conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount.

Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application. A proposed new policy (LU 4.6, Transit Supported Development, File [Z18-958COMP](#)) would encourage mixed-use development and high density residential development in areas adjacent to planned high-performance transit facilities, such as along E 5th Ave approximately 650 feet north of the subject site. The other text amendment is a proposed amendment to existing Policy LU 1.8, General Commercial Uses (File [Z19-002COMP](#)). However, any changes to land-use designations resulting from these pending policy changes would be required in a future annual application cycle, with no Land Use Plan Map changes occurring concurrently with this application. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed. The proposal meets this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: The proposal would change the land-use designation of an area totaling 0.29 acre, within a built-up area of the city served by the public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area, does not include a development proposal, and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC [17D.010.020](#), thereby implementing the policy set forth in CFU 2.2. Staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. This criterion does not apply.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. [...]

Staff Analysis: The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);***

Staff Analysis: Comprehensive Plan Chapter 3, Section 3.4 Description of Land Use Designations, provides that:

“Office: The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane.” (Comprehensive Plan Ch. 3, p. 3-39).

The subject site is located at the intersection of S Sherman St, a minor arterial, and E Hartson Ave, a local access street, and is located in a residential area adjacent to an Office designation across Hartson.

Policy LU 1.5, Office Uses, sets forth additional locational criteria for the Office land-use designation. It provides: “Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.” The discussion section of Policy LU 1.5 provides further:

“To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.

“The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family

residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.”

The proposal would expand the Office designation south across E Hartson Ave from the existing Office designation north of the subject site. The arterial block frontage on the east side of S Sherman St is currently improved with eight single-family residences and one duplex, and therefore predominately developed with single-family residences, however it is designated Residential 15-30 on the Land Use Plan Map and is zoned for multifamily use.

The block to the northeast, located between Sheridan and Hatch Streets and 5th Avenue and Hartson Avenue, was part of a 3.25-acre Comprehensive Plan Land Use Plan Map amendment, from Residential 15-30 to Office in 2013 (ORD C35026). In its review of that amendment, the City found that the proposal provided a transitional land use between the designated General Commercial district north of Interstate 90, considered a principal arterial – controlled access high capacity, and residential neighborhood to the south of the amendment site. The subject proposal is similarly located near Interstate 90, now classified on Map TR 12 Arterial Network Map as an Urban Interstate, and provides a transitional land use between the designated higher intensity commercial districts to the north (in this case, General Commercial and Office), and the residential neighborhood to the south of the amendment site.

The application materials offer indicators of an existing office development trend. The applicant cites expected growth along S Sherman St supported by the improvements to connect the East Central neighborhood with the University District at the new pedestrian bridge and plaza at E Sprague Ave and S Sherman St. The materials, including Paragraph 2 of the Early Threshold Review narrative, also mention six vacant parcels on the adjacent Residential 15-30 designated block to the west owned by MultiCare Health System, “presumably for future office expansion, even though it too, is within an RMF zone.” While those parcels are part of property in other nearby blocks to the northwest designated Office and also owned by MultiCare, including the Rockwood Clinic at 400 E 5th Ave, MultiCare has not as of the present time indicated interest in a change of land use on the Residential 15-30 block immediately adjacent and west of the subject site, nor has it applied for permits to improve those properties.

The application addresses compatibility with neighboring land uses, as it notes the immediately adjacent Office designated property to the north across Hartson Avenue, and suitability of extending the transitional Office designation to the subject site due to typically alternating hours of activity between homes and office uses. Staff recommend the Plan Commission consider whether this information is in conformance with LU 1.5 Office Uses and the other appropriate location criteria.

b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: As described in the staff analysis under subsection (a) above, the proposed Office designation meets the locational characteristics provided in Comprehensive Plan Policy LU 1.5, because it is adjacent to a minor arterial street with a frontage designated for multifamily residential use, and is adjacent to an existing Office designation. The application materials maintain that the proposal could result in a site suitable for redevelopment as a medical office. The proposal meets subsection (b).

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: Under the discussion of Policy LU 1.4 Higher Density Residential Uses, the Comprehensive Plan applies this designation in locations outside Centers “where the existing use of land is predominately higher density residential.” The subject site is currently developed as a single-family home built in 1895 and neighboring vacant lot under single ownership. Many properties on the block remain developed as single-family homes, despite several decades of multifamily zoning.

The Comprehensive Plan describes the existing Land Use Plan Map designation:

“Residential 15-30: This designation allows higher density residential use at a density of 15 to 30 units per acre.” (Comprehensive Plan Ch. 3, p. 3-40).

The subject 0.29-acre site now developed as a single dwelling unit does not meet the current map designation’s description of higher density residential use at a density of 15 to 30 units per acre. The submitted application materials state that the subject site would require aggregation with additional sites for redevelopment as multifamily residences. As described above in this report in III.E Land Use History and VI.E.1 Internal Consistency, the current Residential 15-30 Land Use Plan Map designation recognizes the 2007 East Central Area Land Use Plan Changes and multifamily zoning that predated the City’s 2001 Comprehensive Plan. Meanwhile, the 2006 Neighborhood Plan also identified a medical district for study in the vicinity of this proposal.

The Comprehensive Plan describes the proposed Land Use Plan Map designation as follows:

“Office: The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane.” (Comprehensive Plan Ch. 3, p. 3-39).

The application materials maintain that the site could be redeveloped into “a small therapy office and on-site parking” (applicant’s project description), and that

the Office designation "... is a more appropriate and beneficial use to the area that is now trending toward expanded medical services rather than an apartment complex" (response to Section 17G.020.030 Final Review Criteria, paragraph (K)(1)(c)). The proposal meets subsection (c).

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change from RMF (Residential Multifamily) to O-35 (Office with 35-foot height limit). The O-35 zone implements the Office land-use designation proposed by the applicant. No policy language changes have been identified as necessary to support the proposed Land Use Plan Map amendment. The proposal meets this criterion.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff recommends the Plan Commission consider Policy LU 1.5 Office Uses and other appropriate location criteria and determine if the requested amendment satisfies all criteria set forth in SMC Section [17G.020.030](#).

VIII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval, if the Plan Commission finds the application is in conformance with Policy LU 1.5 Office Uses and the other appropriate location criteria, of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan for the subject property approximately 0.29 acre in size and located at 701 and 707 S Sherman St (parcels 35203.0101 and 35203.0102).

IX. **LIST OF EXHIBITS**

- 1 Relevant Comprehensive Plan policies
- 2 Application Materials
- 3 SEPA CHECKLIST
- 4 SEPA Determination of Non-Significance
- 5 Agency Comment – Avista
- 6 Department Comment – Development Services
- 7 Public Comment – Robert Apple

EXHIBIT 1 – RELEVANT COMPREHENSIVE PLAN POLICIES

City of Spokane [Comprehensive Plan](#)

Land Use Element

LU 1.4 Higher Density Residential Uses

Direct new higher density residential uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: Higher density housing of various types is the critical component of a center. Without substantially increasing population in a center's immediate vicinity, there is insufficient market demand for goods and services at a level to sustain neighborhood-scale businesses. Higher density residential uses in Centers range from multi-story condominiums and apartments in the middle to small-lot homes at the edge. Other possible housing types include townhouses, garden apartments, and housing over retail space.

To ensure that the market for higher density residential use is directed to Centers, future higher density housing generally is limited in other areas. The infill of Residential 15+ and Residential 15-30 residential designations located outside Centers are confined to the boundaries of existing multi-family residential designations where the existing use of land is predominantly higher density residential.

LU 1.5 Office Uses

Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: Office use of various types is an important component of a Center. Offices provide necessary services and employment opportunities for residents of a Center and the surrounding neighborhood. Office use in Centers may be in multi-story structures in the core area of the Center and transition to low-rise structures at the edge.

To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.

Drive-through facilities associated with offices such as drive-through banks should be allowed only along a principal arterial street subject to size limitations and design guidelines. Ingress and egress for office use should be from the arterial street. Uses such as freestanding sit-down restaurants or retail are appropriate only in the Office designation located in higher intensity office areas around downtown Spokane.

Residential uses are permitted in the form of single-family homes on individual lots, upper-floor apartments above offices, or other higher density residential uses.

CFU 2.1 Available Public Facilities

Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.

Discussion: Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries.

It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

CFU 2.2 Concurrency Management System

Maintain a concurrency management system for all capital facilities.

Discussion: A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools.

The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated.

The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program.

In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

Land Use Solutions & Entitlement

Land Use Planning Services

9101 N. MT. VIEW LANE Spokane, WA 99218

509-435-3108 (V)

10-28-18

Tirrell Black, AICP
City of Spokane Planning Services
W 801 Spokane Falls Blvd, 3rd Floor
Spokane WA 99201

Ref: 701 and 707 S. Sherman Annual Map Amendment

Tirrell:

On behalf of David Jeter et al, please find its application for a Comprehensive Plan Amendment and rezone from R-15-30 to Office and RMF to O-35. Specifically, enclosed are:

- 1) General Application
- 2) Early Threshold Review Supplement
- 3) Comprehensive Plan Amendment Pre-Application
- 4) SEPA Checklist
- 5) Project Narrative
- 6) Site Plan
- 7) Summary of Neighborhood Council Outreach, and
- 8) \$500.00 application fee.

Respectfully Submitted

Dwight J Hume

Dwight J Hume, agent
Land Use Solutions and Entitlement



General Application

DESCRIPTION OF PROPOSAL:

Map Amendment from Residential 15-30 to Office and a zone change from RMF to O-35

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)
701 and 707 S Sherman

APPLICANT:

Name: David Jeter MPT, COMT, Acceleration Physical Therapy
Address: 1111 W Wellesley Ave. Spokane WA 99205
Phone (home): **Phone (work):** 448-9358
Email address: djeterpt1@gmail.com

PROPERTY OWNER:

Name: Patricia Upton aka Patricia Reilly
Address: 7421 Wandering St. Las Vegas Nevada 89131
Phone (home): **Phone (work):** N/A
Email address: N/A

AGENT:

Name: Land Use Solutions & Entitlement, Dwight Hume
Address: 9101 N Mt. View Lane Spokane WA 99218
Phone (home): **Phone (work):** 435-3108
Email address: dhume@spokane-landuse.com

ASSESSOR'S PARCEL NUMBERS:

35203.0101 (701 S Sherman) and 35203.0102 (707 S Sherman)

LEGAL DESCRIPTION OF SITE:

See attached

SIZE OF PROPERTY:

.29 acres

RECEIVED

OCT 29 2018

Neighborhood and
Planning Services

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Land Use Map Amendment and associated zone change

SUBMITTED BY:

☐ Applicant ☐ Property Owner ☐ Property Purchaser ☒ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

Sara Eichelberger Power of Attorney over Patricia Upton AKA Patricia Reilly
I, Patricia Upton aka Patricia Reilly, owner of the above-described property do hereby authorize
Dwight Hume to represent me and my interests in all matters regarding this application.

ACKNOWLEDGMENT:

Nevada
STATE OF ~~WASHINGTON~~)
Clark) ss.
COUNTY OF ~~SPOKANE~~)

On this 25th day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared Sara Eichelberger, POA over Patricia Upton AKA Patricia Reilly to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

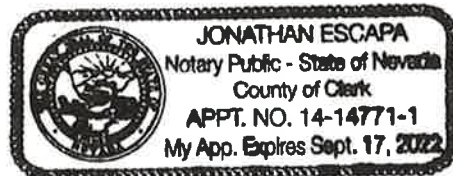
RECEIVED

OCT 29 2018

**Neighborhood and
Planning Services**

Notary Public in and for the State of ~~Washington~~,
residing at State of Nevada Clark County

6440 Sky Pointe dr Ste 140
Las Vegas NV 89131



Early Threshold Review

701/707 S Sherman

Description of Proposed Amendment: Land Use Map change from R 15-30 to Office and a corresponding zone change from RMF to O-35 on .29 acre located at the SEC of Hartson and Sherman and commonly known as S 701 and 707 S Sherman.

SMC 17G.025.010

1. **Describe how the proposed amendment is appropriately addressed as a Unified Development Code Amendment.**

The UDC allows for private sector request on individual ownerships, in-lieu-of a city-wide update to the comprehensive plan or a sub-area plan. Neither of these options are available, leaving the private sector request as the only reasonable option.

2. **The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.**

In 2006, the East Central Neighborhood and the City of Spokane prepared a sub-area update to this residential area making it R 15-30 and RMF zoning. It is therefore unlikely that an update would occur again, even though the last amendment was almost 12 years ago. Nonetheless, Rockwood Clinic, now Multi-Care Health Systems has been acquiring platted parcels in this immediate vicinity and 6 of those parcels throughout the adjacent westerly block have been purchased by Rockwood/Multi-Care and have been cleared of housing, presumably for future office expansion, even though it too, is within an RMF zone. The area seems to be trending toward medical office services and this applicant is seeking to do the same, as a licensed physical therapist.

3. **The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.**

The request is for .29 acre to be converted to an Office designation. This can be reasonably reviewed within the resources and time frame for annual amendments.

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4. **Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.**

The annual process for amending the Comprehensive Plan is to keep the Comprehensive Plan alive and responsive to the community. As stated above, the area continues to trend toward medical office services, as evident by the six separate parcels acquired by Multi-Care Health Services in this vicinity and RMF zone immediately west of the subject property. It is clearly on the fringe of major growing health care services located immediately north and west of the subject property, albeit within Office designated areas.

The requested amendment is therefore, consistent with the adjacent land use classification and zones and will implement many applicable Comprehensive Plan policies. The site has a full range of public services available and can accommodate a small therapy office in close proximity to major health care services.

The request is consistent with the CWPP. The CWPP encourages growth in urban areas where services and utilities already exist. When the site is further developed, the applicant or developer will be required to demonstrate that levels of service are maintained, as required by the CWPP. The CWPP also encourages the use of public transit and development where public transit is available. It is important to note that the city has adopted development regulations and policies to implement the CWPP at the City level. Thus, consistency with the CWPP is achieved.

The application is consistent with the goals and policies of the Growth Management Act. The GMA encourages densification, in-fill and urban development and redevelopment in areas designated for urban growth and within existing city limits. The property is within the UGA and the city limits of Spokane

The proposed change is consistent with the following goals of the Comprehensive Plan:

Land Use 1.5

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use. It should be noted that the area is zoned RMF and is a mix of small apartment buildings, single-family homes and vacant lots previously acquired by major medical services for future expansion. Nonetheless, office uses are more compatible with single-

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family uses due to the off-setting hours of activity and certainly are a similar land use to apartment uses.

Land Use 1.12

The proposed map change is consistent with LU 1.12. Existing public facilities and services are adequately available to the subject property.

Land Use 3.1

The proposed map change is consistent with LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1 future growth should be directed to locations where adequate services and facilities are available.

Land Use 5.3

The Off -Site impacts are mitigated by the development standards of the city and the corner location with two access points available for ingress and egress. Accordingly, the proposed addition better ensures compliance with LU 5.3.

Transportation 3.1

Transportation and development patterns are important to support desired land uses and development patterns. Sherman is now a connecting point at Sprague Avenue with the new pedestrian bridge to the University District, including a Plaza at this intersection. This feature should stimulate future growth within this vicinity.

Economic Development Goal 3.2

While the vicinity is trending toward major health care services, the opportunity for small ancillary services should be encouraged and located in these areas. This site implements Goal 3.2

Economic Development Goal 6

The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exist before extending infrastructure into new areas. In this case, all services are readily available.

5. **The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated. N/A, the proposal has not been submitted in the past.**

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6. If this change is directed by state law or a decision of a court or administrative agency, please describe. N/A

End of Form

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Comprehensive Plan or Land Use Code Amendment

Pre-Application

Rev.20180102

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DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es) (701-707 S Sherman Map Amendment)

- | | |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Text Change | <input checked="" type="checkbox"/> Land Use Designation Change |
| <input type="checkbox"/> Regulatory Code Text Change | <input type="checkbox"/> Area-Wide Rezone |

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions (for all proposals):

- a. Summarize the general nature of the proposed amendment.
A Map amendment from Res-15-30 to Office and a zone change from RMF to O-35 on .29 acre of property located at the SEC of Sherman and Hartson
- b. Why do you feel this change is needed?
The area is not scheduled for a sub-area plan update and the trending toward medical services in this vicinity generated a strong need for small ancillary services to be built.
- c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?
The request is similar to the fundamental concepts in the comprehensive plan because the area is trending toward medical services.
- d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal? *N/A*
- e. For map amendments:
 1. What is the current Land Use designation and zoning for each affected parcel? *R-15-30 and RMF*
 2. What is the requested Land Use designation and zoning for each affected parcel? *Office and O-35*
 3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc. *Site: Residential S/F and vacant; East: S/F; South S/F North: Office West Mix of apartments, vacant and medical or s/f.*
- f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal? *The recent construction of the pedestrian bridge and plaza at Sherman and Sprague; the recent acquisition of numerous houses by major medical services such as Rockwood now Multi Care Health Services.*
- g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

There were no other options immediately available and the applicant is urgently needing a new south hill location.

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?

☐ Yes ☒ No

i. If yes, please answer the following questions:

1. When was the amendment proposal submitted?
2. Was it submitted as a consistent amendment or an inconsistent amendment?
3. What were the Plan Commission recommendation and City Council decision at that time?
4. Describe any ways that this amendment proposal varies from the previously considered version.

Development Services Center 808 West Spokane Falls Boulevard, Spokane, WA 99201-3336

my.spokanecity.org | Phone: 509.625.6300 | Fax: 509.625.6822

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Project Narrative Summary

701 and 707 S Sherman Map Amendment

This is a proposed change from R 15-30 to Office to allow a physical therapist to provide ancillary services in an area trending toward major medical services. It consists of two platted parcels totaling .26 acre and contains one rental house and a vacant parcel located at the SEC of Hartson and Sherman across from other major medical office uses.

As stated throughout this application, Multi Care Health Services has acquired numerous parcels within the same RMF zone and directly across Sherman from the subject property. In total, MCHS has 18 parcels within blocks of this site and will no doubt continue to acquire more as they expand their services.

The property is within East Central Neighborhood and was included in a sub-area upgrade to RMF 12 years ago. In the interim, a pedestrian bridge has been constructed tying the ECN with the University District and a pedestrian plaza is being constructed at Sprague and Sherman. This improvement is expected to stimulate growth of the Sherman street area.

The applicant is purchasing this property on a contingency, subject to a successful outcome of this requested amendment. If successful, the property will close, and a new south side therapy office will be constructed. Currently they have maximized their facility located on the north side and commonly known as Acceleration Physical Therapy.

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From: dhume@spokane-landuse.com
Sent: Monday, October 29, 2018 11:05 AM
To: 'eastcentralneighborhood.chair@gmail.com';
'eastcentralneighborhood.vchair@gmail.com'
Subject: Proposed annual amendment Hartson and Sherman
Attachments: 701 S Sherman CPA General Application.doc

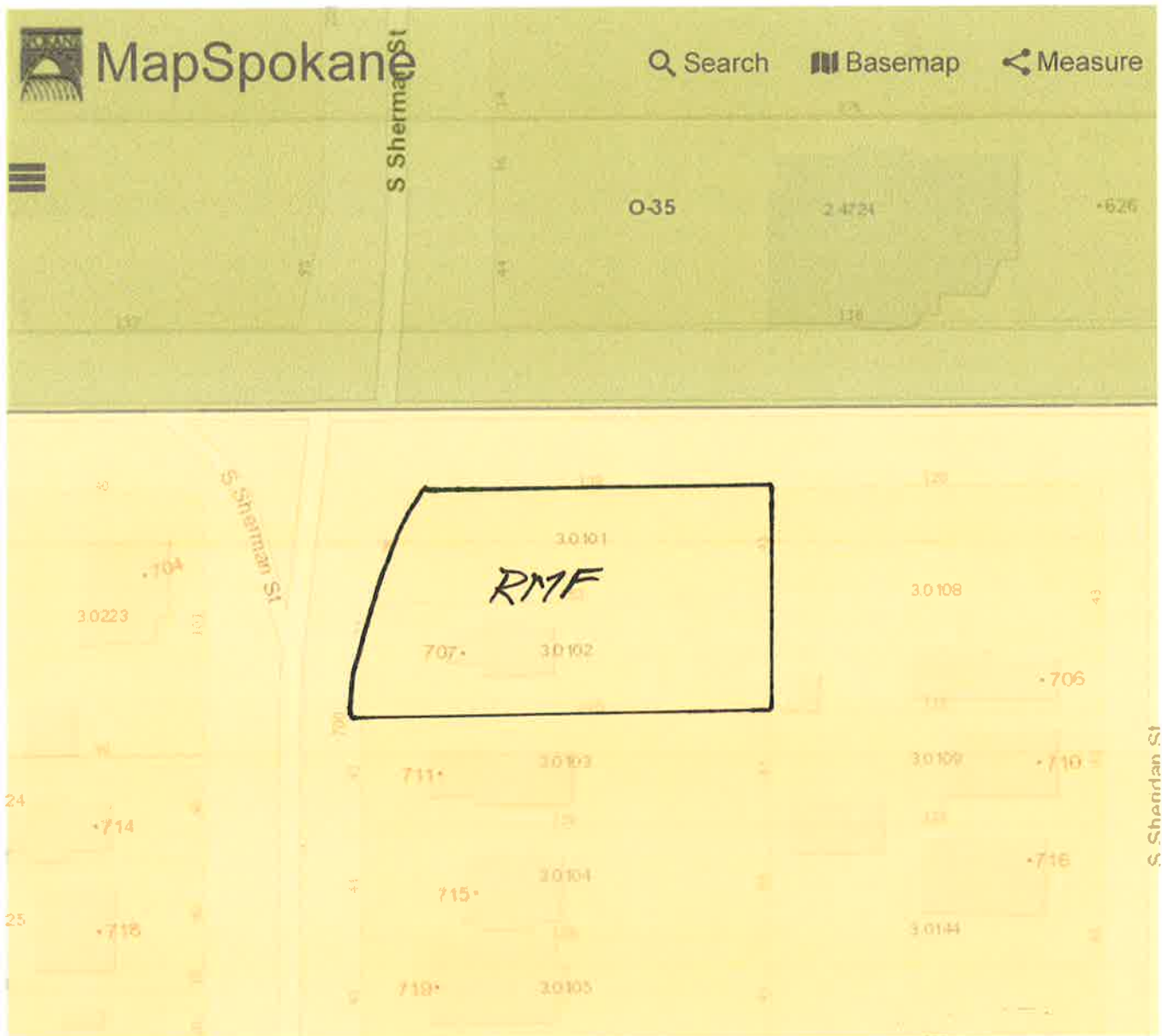
Randy Mc Glenn, Chair and Jim Hanley, Vice Chair: Gentlemen: I have filed an annual amendment within your neighborhood requesting a zone change from RMF to Office to allow a small physical therapy service at the SEC of Sherman and Hartson. It is presently a vacant lot and a rental house. If approved, my client would begin construction in the spring of 2020. The City of Spokane requires that we meet with you to inform you of our proposed change. I note that your meetings are on 11/20 and 12/18. I am available for either of those dates if you can accommodate me. Please advise.

Sincerely

Dwight J Hume

Land Use Solutions and Entitlement
9101 N Mt. View Lane
Spokane WA 99218
509-435-3108

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EXISTING ZONE (RMF)

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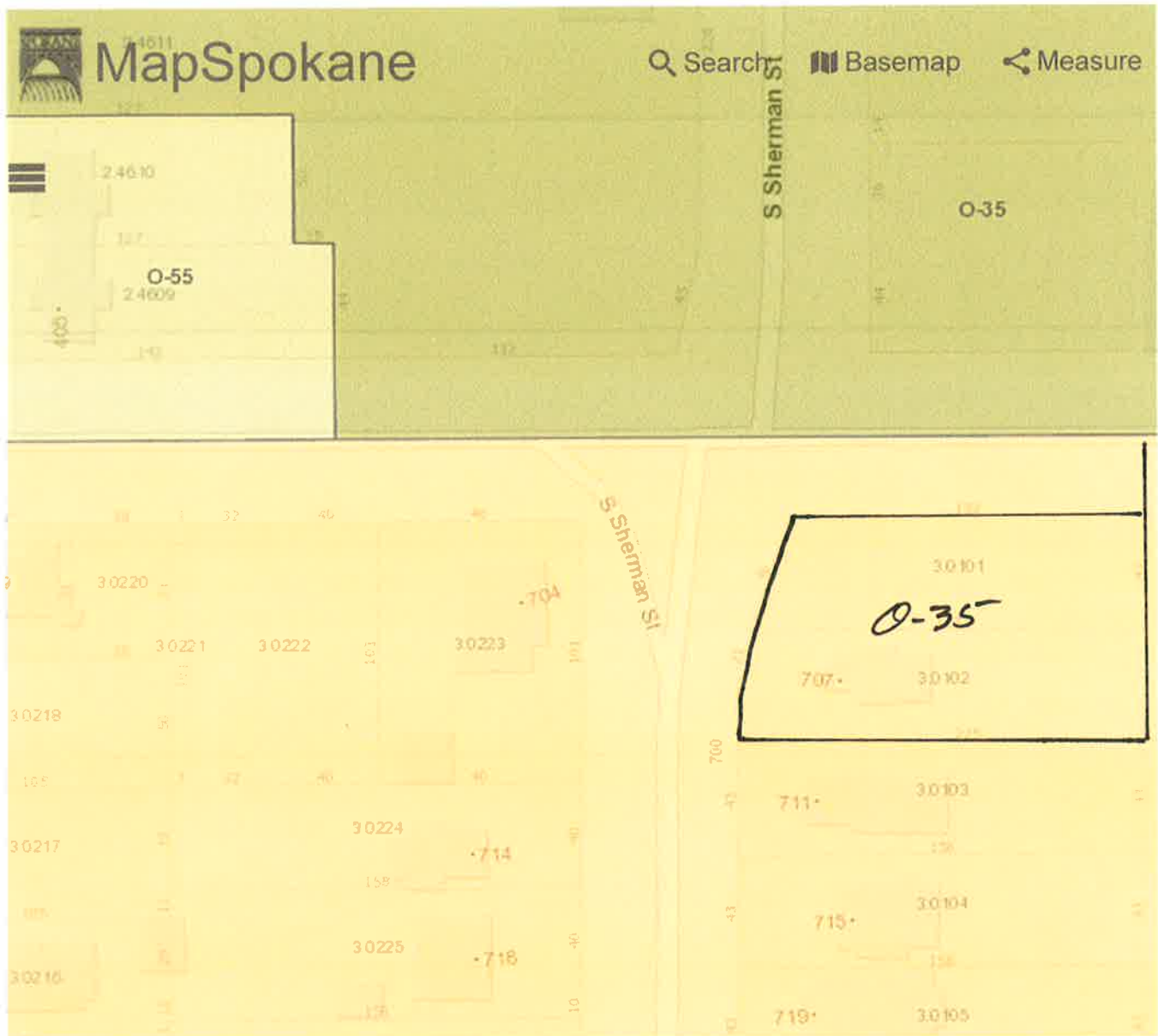
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0 30 60ft



[Map Use Disclaimer](#)



PROPOSED ZONE

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0 30 60ft



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Comprehensive Plan Amendments

Full Review
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Z18-883COMP 701 & 707 S Sherman

MAR 11 2019

Full Review & Fees for Applications approved for Annual Amendment Work Program:

**Neighborhood and
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This "Full Review" application and full payment of fees is required to be completed and filed with City of Spokane within 15 days of council action by all applicants when proposals have been added to the "Annual Comprehensive Plan Amendment Work Program" by City Council Resolution.

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your applications chances of being reviewed during this amendment cycle. Answers to these questions will assist in review of the criteria in SMC 17G.020.030.

1. Describe the nature of the proposed amendment and explain if there is any change from the early threshold review application. *The amendment is to change the allowed land use from medium density apartments to office for a physical therapy service.*
2. How will the proposed change provide a substantial benefit to the public? *Yes, the location is in close proximity to other major medical services and would be a convenient adjunct to those services and patients.*
3. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies. *The proposed amendment is consistent with the adopted Office policy as a trending expansion of the Office designation located immediately north of the subject property across Hartson Avenue.*
4. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies. *The proposal is consistent with GMA and other applicable state and federal guidelines.*
5. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional Transportation Improvement District, and official population growth forecasts? If inconsistent please describe the changed regional needs or priorities that justify such an amendment and

provide supporting documents, reports or studies. *The proposal is consistent with CWPP and existing adopted land use policies.*

6. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan? Are there other infrastructure implications that may be relevant given the review criteria in SMC 17G.020.030(C)? *No*
7. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation. *No*

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Project Description

Z18-883COMP Acceleration Physical Therapy

This is a map amendment request to change the Residential 15-30 category to Office and the RMF zone to O-35 for a physical therapy service to be located at the SE corner of Hartson and Sherman Street.

The current use of these two lots is a rental house and vacant lot. If approved, the house will be removed and the site graded for the construction of a small therapy office and on-site parking. It is yet to be determined if the existing basalt outcropping can be removed as well.

Construction is expected to occur during the construction season following approval of this amendment request.

End of Description

Z18-883COMP 701 and 707 S Sherman

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Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

No changes to GMA or environmental regulations are known to affect the proposed amendment. Accordingly, the proposed amendment is consistent with applicable GMA and environmental regulations.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

The proposal is consistent with the adopted goals and policies of the Comprehensive Plan. That document has the same internal compliance requirement. Therefore, this meets the GMA requirements.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

No new infrastructure improvements will be triggered by this proposal. All expenses associated with this proposal are on site and privately funded.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

No impacts will occur to require a shortfall to service levels from this proposed amendment.

E. Internal Consistency.

1). The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent

adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

The proposed expansion of Office designation is inconsequential to the internal and applicable plans and programs of the City of Spokane.

2). If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Not Applicable

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts

The designation to Office from Residential 15-30 is not consequential to Regional Consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures

1) Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action

The proposed amendment has no accumulative impacts. The site size of .29 acres can only generate 8 residential units of density if combined with other ownerships. This will stand alone as a separate office use.

2) Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

This proposal has no effects on land use type or geographic area.

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H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter [17E.050](#)

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

The applicant is unaware of other pending applications. Notwithstanding, this expansion of an existing Office designation has insignificant cumulative impacts

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS) *Not Applicable*

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies

The proposal has no impacts upon citywide services.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County: *Not Applicable*

K. Demonstration of Need.

1) Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

The site is within proximity of other existing office complexes serving this area. AS stated above, Rockwood Multi-Care is the owner of numerous vacant lots directly across Sherman from the subject property and it is expected that these lots will be zoned for office use as they expand their existing facility nearby.

- b. The map amendment or site is suitable for the proposed designation;

The site is suitable for the proposed small physical therapy office use. In-lieu-of this, the site would have to be combined with other adjacent ownerships to be effectively used for the RMF zone.

- c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

As stated above, this is a more appropriate and beneficial use to the area that is now trending toward expanded medical services rather than an apartment complex.

2) Rezones Land Use Plan Map Amendments

The extension of the existing O-35 zone does not impact other areas or zones citywide.

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Environmental Checklist

File No. _____

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

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A. BACKGROUND

1. Name of proposed project, if applicable: 701-707 S Sherman Map Amendment
2. Name of applicant: David Jeter dba Acceleration Physical Therapy
3. Address and phone number of applicant or contact person: Dwight Hume agent, 9101 N Mt. View Lane Spokane WA 99218 509-435-3108
4. Date checklist prepared: October 2018
5. Agency requesting checklist: Planning Services City of Spokane
6. Proposed timing or schedule (including phasing, if applicable): Upon approval of map and zone change, spring 2020.
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. N/A, non-project action. To be determined at time of building permit.
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. No
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. None
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No
10. List any government approvals or permits that will be needed for your proposal, if known. Map and zone change; building permit; grading permit; landscape plan approval.

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11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. The site is located at the SEC of Sherman and Hartson. It is .29 acre in size and consist of two platted lots, one vacant and the other has a single family home being used as a rental. There is a haystack basalt rock on the corner that will be removed, improving site distance for traffic at the intersection.

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. SEC Sherman and Hartson. (See above description).

13. Does the proposed action lie within the **Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane?** (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)

14. The following questions supplement Part A.

- a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

N/A, non-project action. To be determined at time of building permit.

- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

N/A, non-project action. To be determined at time of building permit.

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

N/A, non-project action. To be determined at time of building permit.

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

N/A, non-project action. To be determined at time of building permit.

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

N/A, non-project action. To be determined at time of building permit.

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

N/A, non-project action. To be determined at time of building permit.

TO BE COMPLETED BY APPLICANT

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other: Rock outcropping and gentle slope*

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- b. What is the steepest slope on the site (approximate percent slope)? . N/A, non-project action. To be determined at time of building permit.
- _____
- _____
- _____
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. . N/A, non-project action. To be determined at time of building permit.
- _____
- _____
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. . N/A, non-project action. To be determined at time of building permit.
- _____
- _____
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill: . N/A, non-project action. To be determined at time of building permit.
- _____
- _____
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. . N/A, non-project action. To be determined at time of building permit.
- _____
- _____
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? . N/A, non-project action. To be determined at time of building permit.
- _____
- _____
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: . N/A, non-project action. To be determined at time of building permit.
- _____
- _____
- _____

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2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. _____
· N/A, non-project action. To be determined at time of building permit. _____

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. _____
· N/A, non-project action. To be determined at time of building permit. _____

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:
· N/A, non-project action. To be determined at time of building permit. _____

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3. Water

- a. SURFACE:
- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.
No _____

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. _____
No _____

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
N/A _____

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(4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No _____

- (5) Does the proposal lie within a 100-year floodplain? ____ If so, note location on the site plan.

No _____

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No _____

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Only

b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

N/A, non-project action. To be determined at time of building permit. _____

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

N/A, non-project action. To be determined at time of building permit. _____

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c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A, non-project action. To be determined at time of building permit.

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

N/A, non-project action. To be determined at time of building permit.

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

N/A, non-project action. To be determined at time of building permit.

4. Plants

- a. Check or circle type of vegetation found on the site:

_____ Deciduous tree: *alder, maple, aspen, other.*

_____ Evergreen tree: *fir, cedar, **pine**, other.*

_____ **Shrubs**

_____ Pasture

_____ Crop or grain

_____ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*

_____ Water plants: *water lilly, eelgrass, milfoil, other.*

_____ Other types of vegetation.

- b. What kind and amount of vegetation will be removed or altered? N/A, non-project action. To be determined at time of building permit.

- c. List threatened or endangered species known to be on or near the site. Unknown

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if

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any: . N/A, non-project action. To be determined at time of building permit.

5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:

birds: *hawk, heron, eagle, **songbirds**, other.* _____

mammals: *deer, bear, elk, beaver, other.* _____

fish: *bass, salmon, trout, herring, shellfish, other.* _____

other: _____

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- b. List any threatened or endangered species known to be on or near the site.

None _____

- c. Is the site part of a migration route? If so, explain. _____

No _____

- d. Proposed measures to preserve or enhance wildlife, if any:

None _____

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. . N/A, non-project action. To be determined at time of building permit.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. _____

No _____

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- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

N/A, non-project action. To be determined at time of building permit.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. N/A, non-project action. To be determined at time of building permit.

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- (1) Describe special emergency services that might be required.

N/A, non-project action. To be determined at time of building permit.

- (2) Proposed measures to reduce or control environmental health hazards, if any:

N/A, non-project action. To be determined at time of building permit.

- b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Noise would not affect the proposed use

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

N/A, non-project action. To be determined at time of building permit.

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- _____

(3) Proposed measure to reduce or control noise impacts, if any:
N/A, non-project action. To be determined at time of building permit.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?
Site: Vacant and rental house; East: S/F; South: S/F; West: Vacant, apartments and S/F; North: Office

- b. Has the site been used for agriculture? If so, describe. No

- c. Describe any structures on the site. S/F Rental

- d. Will any structures be demolished? If so, which? Yes, S/F House

- e. What is the current zoning classification of the site? RMF

- f. What is the current comprehensive plan designation of the site? R-15-30

- g. If applicable, what is the current shoreline master program designation of the site?
N/A

- h. Has any part of the site been classified as a critical area? If so, specify. No

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- i. Approximately how many people would reside or work in the completed project?

N/A, non-project action. To be determined at time of building permit.

- j. Approximately how many people would the completed project displace? Unknown

- k. Proposed measures to avoid or reduce displacement impacts, if any: None

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Development to applicable development standards.

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9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.

None

- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.

One

- c. Proposed measures to reduce or control housing impacts, if any: None

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? 35' allowed by O-35 zone

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- b. What views in the immediate vicinity would be altered or obstructed? None

- c. Proposed measures to reduce or control aesthetic impacts, if any: N/A, non-project action. To be determined at time of building permit.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? Outdoor lighting from dusk to dawn.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? No

- c. What existing off-site sources of light or glare may affect your proposal? None

- d. Proposed measures to reduce or control light and glare impacts, if any: Down casting and indirect lighting

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12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? N/A

- b. Would the proposed project displace any existing recreational uses? If so, describe. No

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- _____
- _____
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: None
- _____
- _____
- _____

13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. No
- _____
- _____
- _____

- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.

Unknown

- c. Proposed measures to reduce or control impacts, if any: None
- _____
- _____
- _____

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14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. Hartson and Sherman
- _____
- _____

- b. Is site currently served by public transit? Yes

- c. How many parking spaces would the completed project have? How many would the project eliminate? . N/A, non-project action. To be determined at time of building permit.
- _____
- _____

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). No
- _____

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- _____
- _____
- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. _____

No _____

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. . **N/A, non-project action. To be determined at time of building permit.** _____
- _____

(Note: to assist in review and if known indicate vehicle trips during PM peak,
AM Peak and Weekday (24 hours).)

- g. Proposed measures to reduce or control transportation impacts, if any: **On-site parking and removal of existing hay stack outcropping to improve site distance at intersection, if feasible.** _____
- _____
- _____

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. _____

No _____

- b. Proposed measures to reduce or control direct impacts on public services, if any: **None** _____
- _____

16. Utilities

- a. Circle utilities currently available at the site: **electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.** _____

- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might

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Agency Use
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be needed. N/A, non-project action. To be determined at time of building permit.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/29/18 Signature: [Signature]

Please Print or Type:

Proponent: Dwight Hume Address: 9101 N Mt. View Lane

Phone: 509-435-3108 Spokane WA 99218

Person completing form (if different from proponent): Same Address: _____

Phone: _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS
(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

The proposed conversion to an office site for health services will Not impact the above. _____

Proposed measures to avoid or reduce such increases are:

None _____

2. How would the proposal be likely to affect plants, animals, fish or marine life?

No impacts _____

Proposed measures to protect or conserve plants, animals, fish or marine life are:

None _____

3. How would the proposal be likely to deplete energy or natural resources?

No impacts _____

Proposed measures to protect or conserve energy and natural resources are:

None _____

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4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

No _____

Proposed measures to protect such resources or to avoid or reduce impacts are:

None _____

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

N/A, non-project action. To be determined at time of building permit.

Proposed measures to avoid or reduce shoreline and land use impacts are:

N/A, non-project action. To be determined at time of building permit.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

No impacts _____

Proposed measures to reduce or respond to such demand(s) are:

None _____

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

N/A _____

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C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/29/18 Signature: [Signature]

Please Print or Type:

Proponent: Dwight Hume Address: 9101 N Mt. View Lane

Phone: 509-435-3108 Spokane WA 99218

Person completing form (if different from proponent): _____

SAME Address: _____

Phone: _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z18-883COMP

PROPONENT: David Jeter, MPT, COMT, Acceleration Physical Therapy/Carl Upton and Patricia Upton aka Patricia Reilly (Agent: Dwight Hume, Land Use Solutions and Entitlement)

DESCRIPTION OF PROPOSAL: This proposal is to change parcels 35203.0101 and 35203.0102 from "Residential 15-30 Land Use" and RMF zoning to "Office Land Use" and O-35 zoning (same as adjacent parcel to the north). The subject parcels are approximately 13,000 square feet (0.29 acre) total. No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:

The subject site is two parcels located on the southeast corner of South Sherman Street and East Hartson Avenue, (701 and 707 S Sherman St / parcels 35203.0101 and 35203.0102). The concerned property totals approx. 13,000 square feet (0.29 acre).

Legal Description: Lots 1 and 2 of subdivision of Lot 5, GH Morgan's Addition in the City of Spokane, County of Spokane, Washington State.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [] There is no comment period for this DNS.
- [] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

Responsible Official: Heather Trautman

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: August 27, 2019 **Signature:** 

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

From: [Weingart, LuAnn](#)
To: [Gwinn, Nathan](#)
Subject: Z18-883COMP
Date: Monday, April 15, 2019 2:09:42 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Nate,

I reviewed the above referenced file and have no comment on the land use change request.

Thank you,

LuAnn Weingart

Real Estate Representative, RWA

1411 E Mission Ave MSC-25 Spokane, WA, 99202

Office 509.495.8536 Cell 509-220-2645

www.myavista.com [f](#) [t](#) [in](#)



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From: [Johnson, Erik D.](#)
To: [Gwinn, Nathan](#)
Subject: RE: Z18-884COMP 4502-4508 N Madison St
Date: Wednesday, May 1, 2019 8:03:18 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

No issues for Engineering on these.

From: Eliason, Joelle <jeliason@spokanecity.org>
Sent: Tuesday, April 30, 2019 7:48 AM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Cc: Johnson, Erik D. <edjohnson@spokanecity.org>
Subject: RE: Z18-884COMP 4502-4508 N Madison St

Thank you, Nathan.
Erik is reviewing those two.



Joelle Eliason | City of Spokane | Engineering Technician IV Development Services Center
509.625-6385 | fax 509.625.6822 | jeliason@spokanecity.org | spokanecity.org



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**Know what's below.
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From: Gwinn, Nathan <ngwinn@spokanecity.org>
Sent: Monday, April 29, 2019 2:13 PM
To: Eliason, Joelle <jeliason@spokanecity.org>
Subject: RE: Z18-884COMP 4502-4508 N Madison St

Hi Joelle,

Thank you for sending the comments. In order to provide similar documentation, would your department want to provide any comments on the other two proposed map amendments this year, Z18-882COMP and Z18-883COMP?

For reference, I attached the agency requests for comments for those applications.

Thank you,

Nathan Gwinn | Assistant Planner | Planning & Development

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Eliason, Joelle <jeliason@spokanecity.org>

Sent: Wednesday, April 24, 2019 8:38 AM

To: Gwinn, Nathan <ngwinn@spokanecity.org>

Cc: Becker, Kris <kbecker@spokanecity.org>; Nilsson, Mike <mnilsson@spokanecity.org>; Brown, Eldon <ebrown@spokanecity.org>; Kells, Patty <pkells@spokanecity.org>

Subject: Z18-884COMP 4502-4508 N Madison St

Nathan,

Please see the attached comments regarding Z18-884COMP.

Thank you,

Joelle Eliason



Joelle Eliason | City of Spokane | Engineering Technician IV Development Services Center

509.625-6385 | 808 W Spokane Falls Blvd, Spokane, WA 99201 | jeliason@spokanecity.org | my.spokanecity.org



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**Know what's below.
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Spokane City Planning Services Department
Attention Assistant Planner, Nathan Gwinn.
For submission to Planning Commission Hearing in question.
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3333

7-8-2019

Response objecting to notice (Z18-883COMP) of applications Proposed Comprehensive Plan Amendment land use map change for residential properties commonly located at 701 & 707 South Sherman Street.

Everyone here is aware of the rigorous process for passage of our Cities Land Use Code that requires evidence and a comprehensive multifaceted hearings process that allows for timely review rather than catering too special exemptions and as this request is.

The City already has a surplus of retail and office zoned properties in this general area with some that are as yet not developed on property still vacant and while others are seeking tenants. Further the City is well aware that at this time it is severely lacking housing both residential and apartment types for its residents.

The applicant apparently has retained options to buy two residential properties and seeks they be destroyed rather than rehabilitated to accommodate an office building that is claimed to be a Physical Therapy Office and clearly this is a violation of the City and Neighborhood approved Zoning Code that should not be approved.

Hartson Street or the 700 block to the south is the designated buffer end for allowing Retail and Office zoning beyond in this area cannot be cross and should not be allowed to cross now. As the owner of the property abutting this proposal to the south I have gone to great expense to recover the single family home located generally at 715 South Sherman Street into an up to date code single family residence by completely remodeling while protecting the exterior appearance from this original farm house appearance to this area. There is also a house directly across the street from mine that also was completely restored and many in the area receiving major renovations from time to time as the City Building Department can affirm from building permits issued and as homes for area residents improve their properties. Clearly allowing an Office Use to encroach as requested will harm the viability of these residential homes and if this encroachment is allowed area owners will realize such encroachment will continue and will then fail proper structural care as the areas housing will further decline and such a result should not be allowed to seed and start here and as has occurred elsewhere.



7/8/2019

Robert Apple, Spokane City Resident
Owner of, 715 S Sherman St. Spokane, WA 99204
cometapple@msn.com
(509)487-4107

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Exhibit A: Proposed Land Use Designation

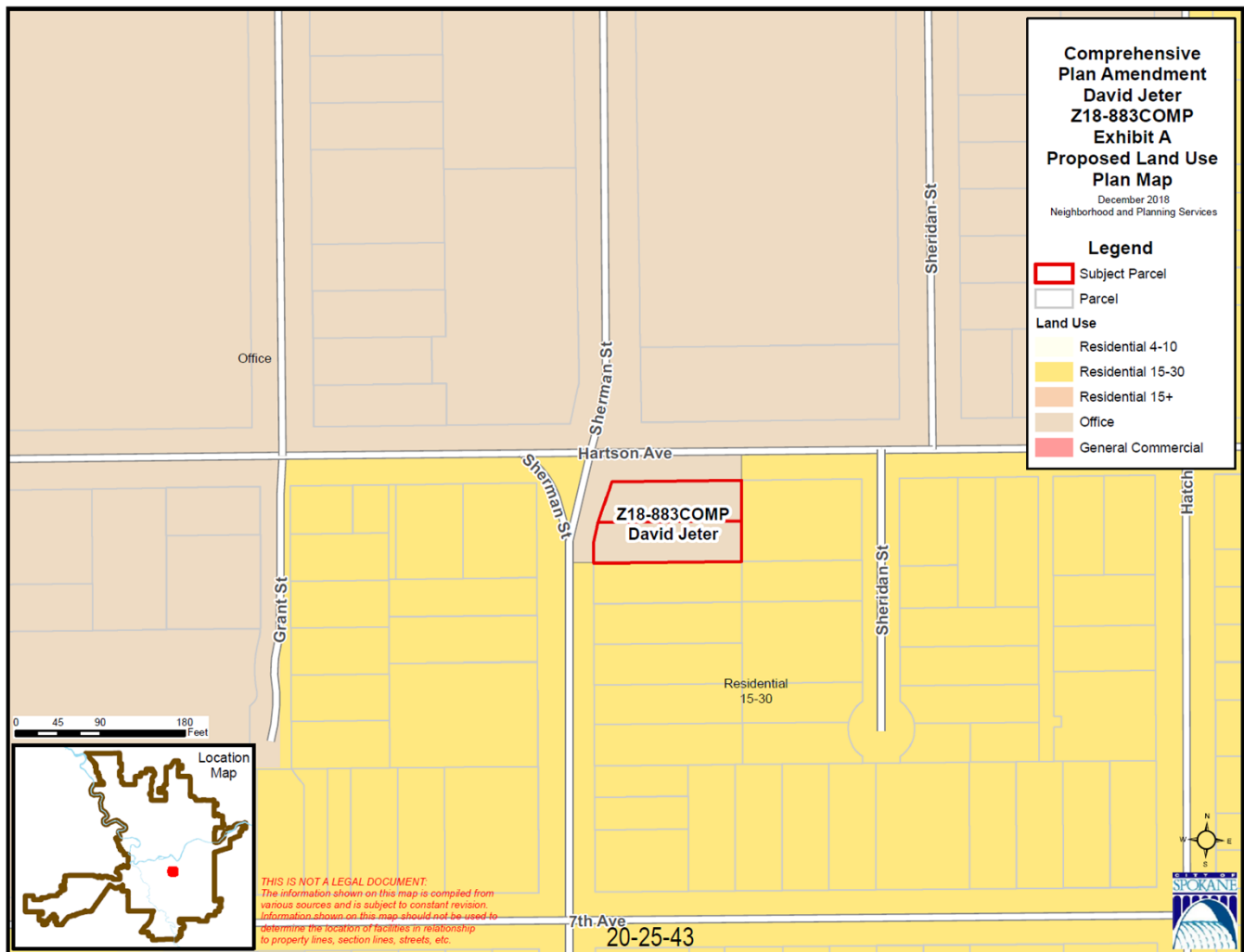
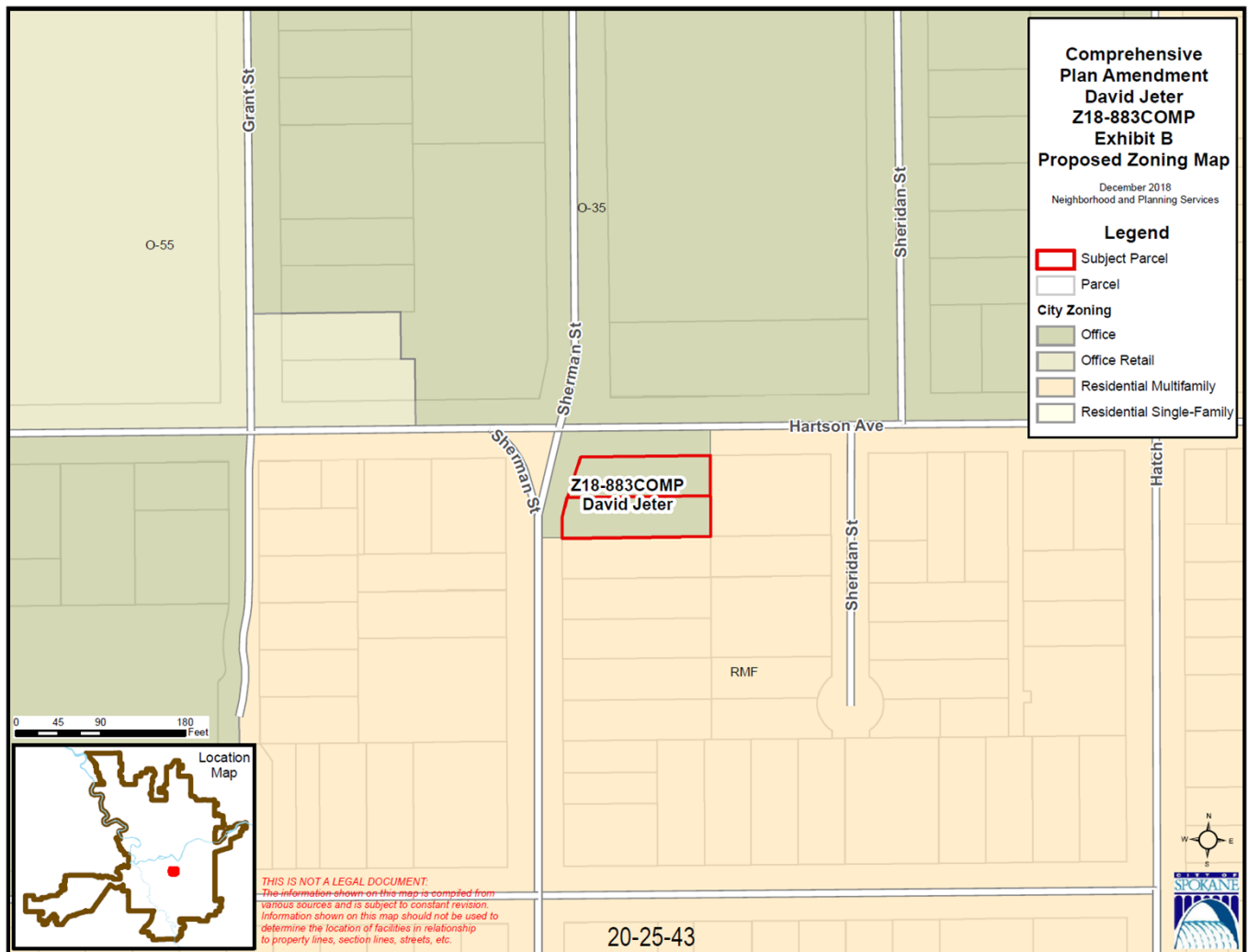


Exhibit B: Proposed Zoning Designation



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

11/11/2019

Date Rec'd

10/28/2019

Clerk's File #

ORD C35840

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

KEVIN 625-6184

Contact E-Mail

KFREIBOTT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0650 – LAND USE PLAN MAP AMENDMENT – MADISON ST

Agenda Wording

An Ordinance relating to application Z18-884COMP by the WA Department of Ecology amending the Comprehensive Plan Land Use Plan Map from Residential 4-10 to Office for 0.85 acres and a change to the Zoning Map from RSF to O-35.

Summary (Background)

The subject properties are legally described as Lots 10 through 15 of Block 36, Monroe Park Addition. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment and has recommended approval of the amendment.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

TRAUTMAN, HEATHER

Division Director

DUVALL, MEGAN

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

10/10/2019

Other**Distribution List**

tblack@spokanecity.org

ngwinn@spokanecity.org

dhume@spokane-landuse.com

jrichman@spokanecity.org

htrautman@spokanecity.org

tsanders@spokanecity.org

jchurchill@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO. C35840

AN ORDINANCE RELATING TO APPLICATION PLANNING FILE Z18-884COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "OFFICE" FOR APPROXIMATELY 0.85 ACRES DESCRIBED AS LOTS 10 THROUGH 15 OF BLOCK 36, MONROE PARK ADDITION AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "OFFICE (O-35)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z18-884COMP was timely submitted to the City for consideration during the City's 2018/2019 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z18-884COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 4-10" to "Office" for 0.85 acres. If approved, the implementing zoning designation requested is "Office (O-35)"; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on June 26, 2019; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 27, 2019 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 28, 2019; and

WHEREAS, the staff report for Application Z18-884COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 11, 2019 for Application Z18-884COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z18-884COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 7 to 0 to recommend approval of Application Z18-884COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z18-884COMP is approved.
2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1 - Land Use Plan Map is amended from "Residential 4-10" to "Office" for 0.85 acres, as shown in Exhibit A.
3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Multifamily (RMF)" to "Office (O-35)," as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A: Proposed Land Use Designation

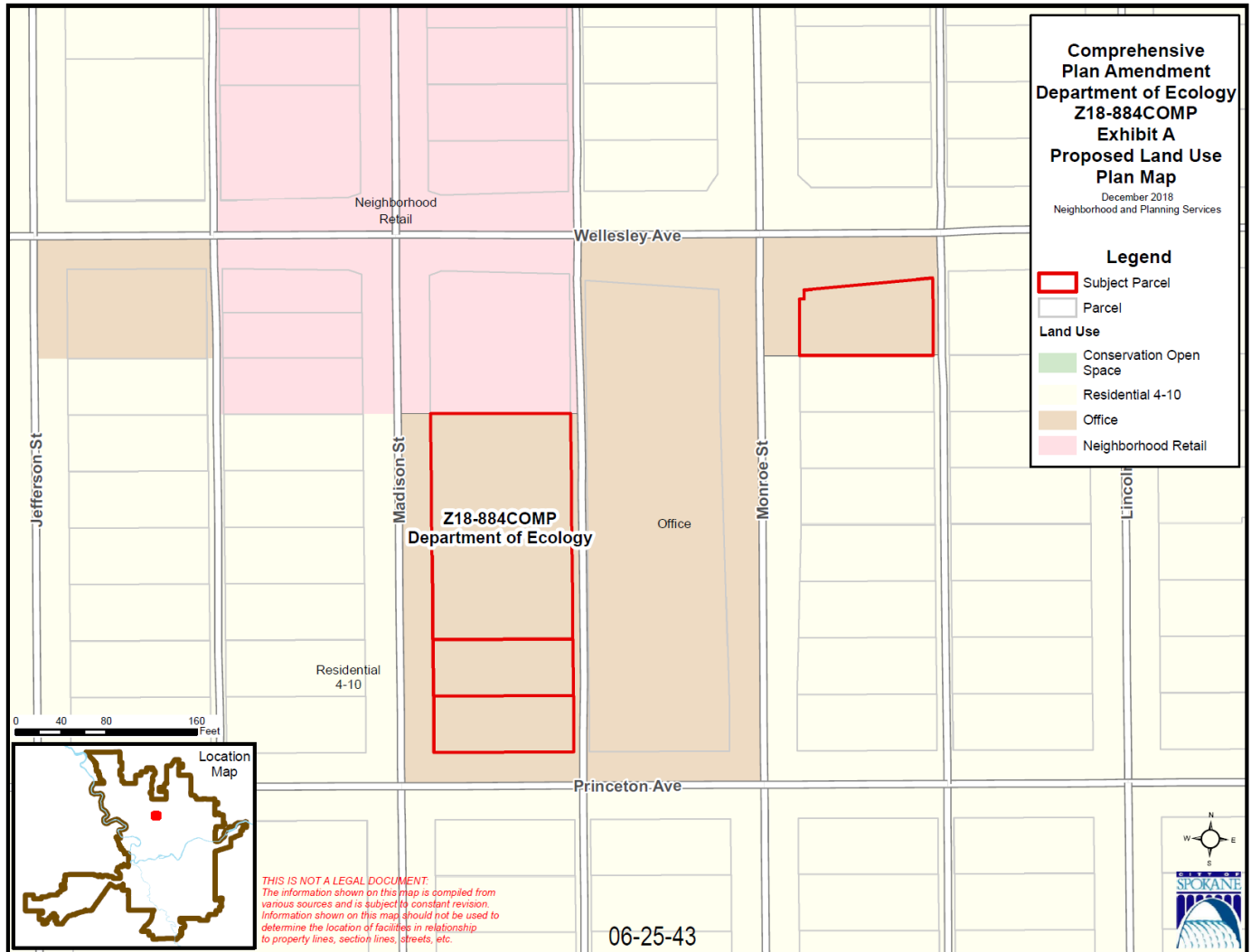
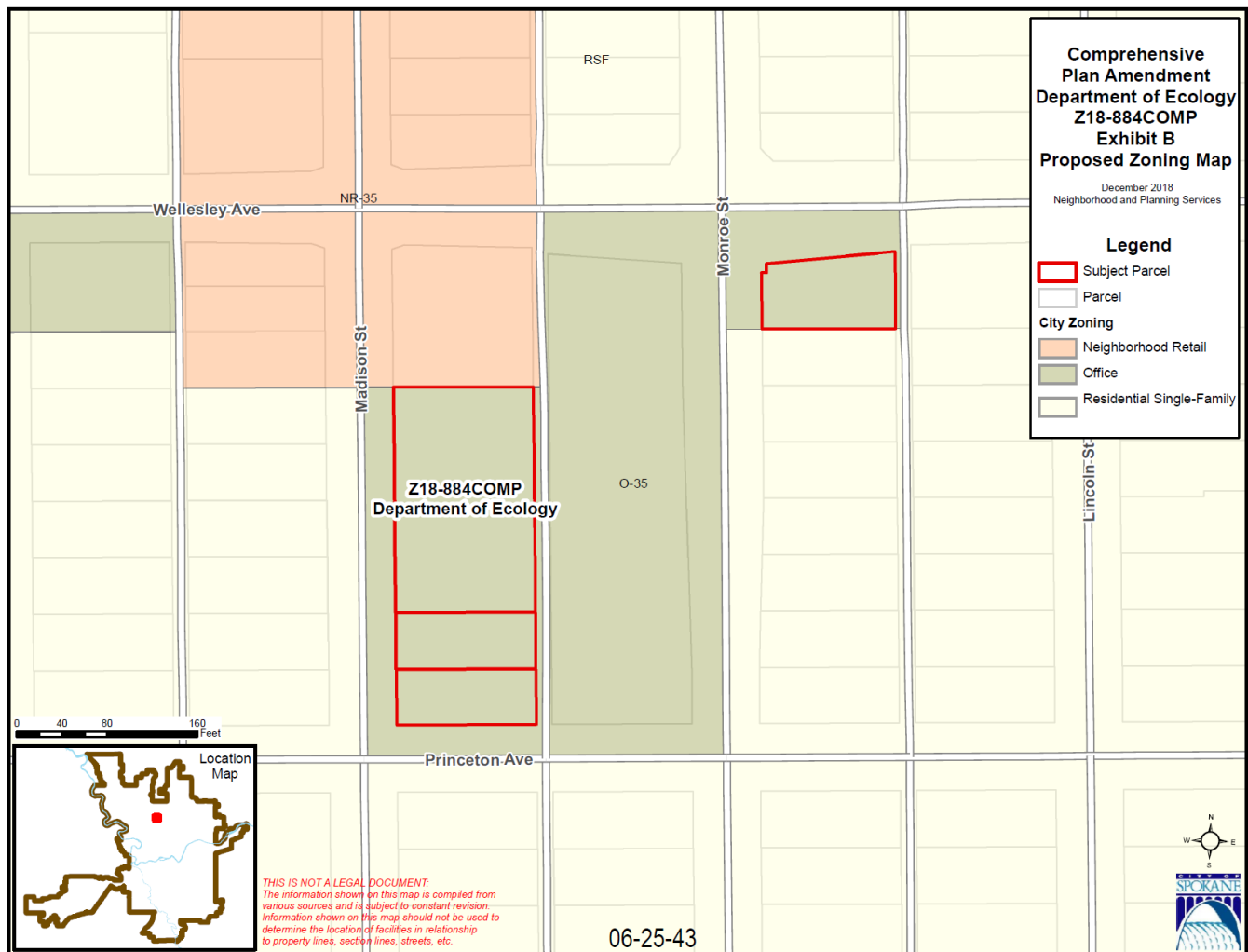


Exhibit B: Proposed Zoning Designation



**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
0.85 acre at 4502-4508 N Madison St and 4601 N Monroe St; File Z18-884COMP**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

Change parcels 35062.3609, 35062.3610, and 35062.3619 from “Residential 4-10 Land Use” and RSF zoning to “Office Land Use” and O-35 zoning (same as adjacent parcel to the east). The subject parcels are approximately 37,000 square feet (0.85 acre) total. No specific development proposal is being approved at this time.

II. GENERAL INFORMATION

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant/Property Owner(s):	Washington State Department of Ecology
Location of Proposal:	The subject site is three parcels located on the northeast corner of North Madison Street and West Princeton Avenue, (4502-4508 N Madison St and 4601 N Monroe St / parcels 35062.3609, 35062.3610, and 35062.3619). The concerned property totals approx. 37,000 square feet (0.85 acre).
Legal Description:	Lots 10 through 15 of Block 36, Monroe Park Addition
Existing Land Use Plan Designation:	“Residential 4-10”
Proposed Land Use Plan Designation:	“Office”
Existing Zoning:	RSF (Residential Single-Family)
Proposed Zoning:	O-35 (Office with 35-foot height limit)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Nathan Gwinn, Assistant Planner; ngwinn@spokanecity.org
Recommendation:	Approve

III. BACKGROUND INFORMATION



- A.** **Site Description:** The subject parcels (tax parcels 35062.3610, 35062.3609, and 35062.3619) for the proposal contain approximately 37,000 square feet (0.85 acre), situated at 4502-4508 N Madison St and 4601 N Monroe St. The site is improved with a parking lot. The homes appearing on the aerial photo above were built from 1940-1941 and were demolished in 2019, leaving the two southern parcels now vacant. Situated at the northeast corner of N Madison St and W Princeton Ave, the property fronts the east side of Madison and the north side of Princeton, both local access streets. An improved alley serves the entire east side of the site.

The subject parcels share a block with the Department of Ecology's eastern regional office building at 4601 N Monroe St and a retail store at 1023 W Wellesley Ave (Cenex/Zip Trip).

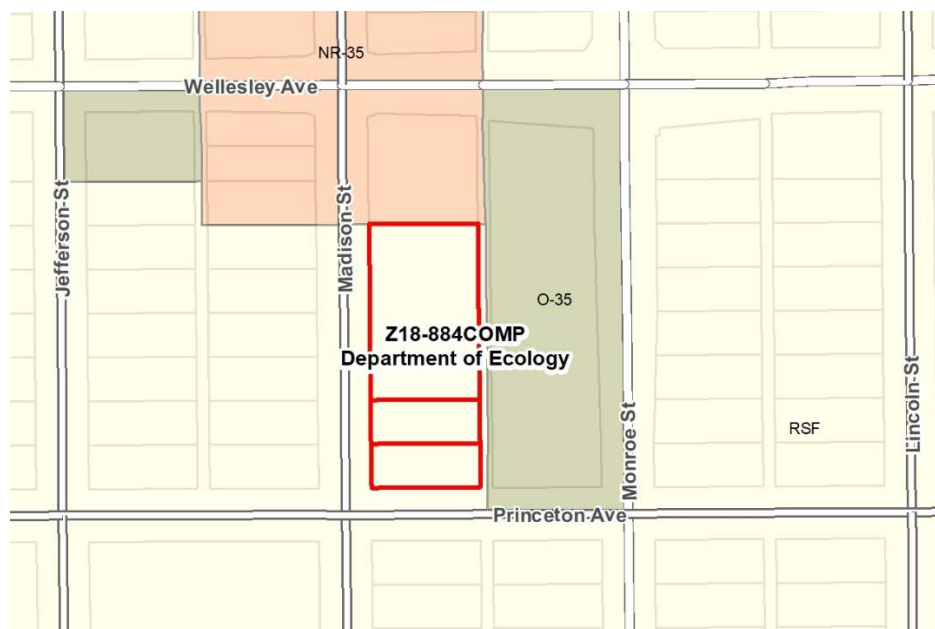
- B.** **Proposal Description:** Pursuant to the procedures provided in [chapter 17G.060](#) Spokane Municipal Code, "Comprehensive Plan Amendment Procedure," the applicant is requesting a Comprehensive Plan Land Use Plan Map designation change from "Residential 4-10" to "Office." If approved, the zoning would be changed from RSF (Residential Single-Family – 35 feet) to O-35 (Office – 35

feet). Although the project description submitted by the applicant indicates that the site would be improved for an equipment storage building and provides a preliminary site plan of the facility, the applicant's proposal does not include any final plans for development or improvement to the property. Development and improvement of the site would be subject to all relevant provisions of the City's Unified Development Code, including without limitation, [chapter 17D.010](#) SMC relating to concurrency.

C. Existing Land Use Plan Map Designations with Subject Property in Bold Red Outline



D. Existing Zoning Map with Subject Property in Bold Red Outline



E. Land Use History: In 1906, the subject property was platted as lots 10 through 15 of Block 36, Monroe Park Addition, and annexed to the City in 1907. Each original lot was improved with single-family dwellings, but now all of the homes have been removed. By 1975, the adjacent office building to the east of the site had been constructed, and that building was zoned RO-1L (Residence-Office, Category I). However, the subject site remained zoned R1 (One-Family Residence), with a special permit granted in 1977 for providing off-street parking to the adjoining office building. The last two residences on the site, built in 1940 and 1941, also remained in the R1 zone. Following adoption of the City's Comprehensive Plan in 2001, the site was zoned RSF, with the parking lot continuing as a nonconforming use. In 2018, the applicant acquired the last two homes, which were demolished in 2019.

F. Adjacent Land Uses and Improvements:

North	Neighborhood Retail designation; convenience store and gas station
South: across W Princeton Ave	Residential 4-10; Single-family residence
East: across alley	Office; Dept. of Ecology's eastern regional office building (in common ownership with subject site)
West: across N Madison St	Residential 4-10; Single-family residences

G. Street Designations: The subject property lies at the northeast corner of West Princeton Avenue and North Madison Street, both urban local access streets at this location. Nearby streets bounding the block are West Wellesley Avenue and North Monroe Street, which the Proposed Arterial Network Map TR 12, in Chapter 4 of the Comprehensive Plan, classifies as **Urban Principal Arterials**.

H. Application Process:

- Application was submitted on October 29, 2018.
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution ([RES 2019-0011](#)) on February 25, 2019;
- Applicant was provided Notice of Application on May 15, 2019;
- Notice of Application was posted, published, and mailed on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and mailed by August 28, 2019;
- Notice of Public Hearing was published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as Exhibit 5. One agency/city department comment was received regarding this application:

- City of Spokane, Development Services

Notice of this proposal was also sent to the North Hill Neighborhood Council and all property owners within the notification area. Notice was posted on the subject property and in the local library branch, and published in the Spokesman Review. No comments were received from members of the public prior to the comment deadline.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC [17G.020.010](#) provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section [17G.020.030](#) establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with

which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW [36.70A.020](#), “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing.

In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, and nearby transit service and lies immediately adjacent to W Princeton Ave and N Madison St, both local access streets. Under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC [17D.010.020](#). Staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: The subject property is centrally located within the city in an area well-served by urban facilities and services, and the proposal itself does not involve a specific development project. Implementation of the concurrency requirement, as well as applicable development regulations and transportation impact fees, will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

- 1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.***

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The North Hill Neighborhood Council, utilizing funding allocated by the Spokane City Council in 2007, began a planning process in 2014 to identify and prioritize goals into an action plan. The neighborhood adopted the [North Hill Neighborhood Action Plan](#) in 2015. The plan focused primarily on issues related to crime reduction and public safety; economic development; improving connectivity; and preserving the neighborhood character. The plan does not identify any strategies relating to the future use or development of the subject parcels, nor were any priority projects identified within or adjacent to the subject parcel. Therefore, the proposal to change the land-use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 1 of this report. Further discussion of Comprehensive Plan Policy LU 1.5 Office Uses is included under the staff analysis of Criterion K.2 below.

2. ***If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed change in land use designations affects a relatively small (approximately 0.85-acre) area near the center of the urbanized area, with no foreseeable implications to regional or interjurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. The proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle. Three applications are for map amendments, while two are proposed text amendments to the Comprehensive Plan.

The three map amendment proposals, including the subject proposal, are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the three map amendment proposals is separated from the others by large swaths of pre-existing urban development. The conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount.

Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application. A proposed new policy (LU 4.6, Transit Supported Development, File [Z18-958COMP](#)) would encourage mixed-use development and high density residential development in areas adjacent to planned high-performance transit facilities, such as along W Wellesley Ave and N Monroe St near the subject site. The other text amendment is a proposed amendment to existing Policy LU 1.8, General Commercial Uses (File [Z19-002COMP](#)). However, any changes to land-use designations resulting from these pending policy changes would be required in a future annual application cycle, with no Land Use Plan Map changes occurring concurrently with this application. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed. The proposal meets this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: The proposal would change the land-use designation of an area totaling 0.85 acre, within a built-up area of the city served by the public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area, does not include a development proposal, and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC [17D.010.020](#), thereby implementing the policy set forth in CFU 2.2. Staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. This criterion does not apply.

K. Demonstration of Need.**1. Policy Adjustments.**

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. [...]

Staff Analysis: The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);***

Staff Analysis: Comprehensive Plan Chapter 3, Section 3.4 Description of Land Use Designations provides that:

“Office: The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane” (Comprehensive Plan Ch. 3, p. 3-39).

The subject site is located at the intersection of two local access streets in a residential area adjacent to Neighborhood Retail and Office designations to the north and east, both of which designations front directly on nearby principal arterials.

Policy LU 1.5, Office Uses, sets forth additional locational criteria for the Office land-use designation. It provides: “Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.” The discussion section of Policy LU 1.5 provides further:

“To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.

“The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.”

The proposal would expand the Office designation westward from an existing Office designation and office building located on the same block and immediately across the alley from the subject site. A retail convenience store/fuel station, located within the Neighborhood Retail designated area which straddles both sides of Wellesley to the north of the amendment site, is also adjacent to the subject proposal. Both of these adjacent commercial uses front on principal arterials. The subject proposal lies between the Neighborhood Retail designation and a residential neighborhood to the south, and could serve as a transitional land use located between those areas.

As evidence of an existing office development trend, the application materials refer to the adjacency of the existing office building and Office Land Use Plan Map designation, in common ownership with the proposal, and the longstanding special permit for off-street parking on part of the subject site. The proponent has demonstrated the proposed designation is in conformance with the appropriate location criteria identified in the Comprehensive Plan, and the application meets subsection (a).

b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: As described in the staff analysis under subsection (a) above, the proposed Office designation meets the locational characteristics provided in Comprehensive Plan Policy LU 1.5. The application materials maintain that the proposal would eliminate the nonconforming nature of the parking on this site, and could result in a portion of the site suitable for a storage facility for emergency response equipment. The proposal meets subsection (b).

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: As described in the staff analysis under subsections (a) and (b) above, the proposed Office designation meets the locational characteristics provided in Comprehensive Plan as well as eliminating the nonconforming nature of the parking on this site, which already supports the adjacent Office land use.

The Comprehensive Plan describes the proposed Land Use Plan Map designation as follows:

“Office: The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane.” (Comprehensive Plan Ch. 3, p. 3-39).

The application materials maintain that the proposal would facilitate the coordination of Department of Ecology functions associated with emergency response equipment, while consolidating the common operations of its office, parking and storage. The proposal meets subsection (c).

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change from RSF (Residential Single-Family) to O-35 (Office with 35-foot height limit). The O-35 zone implements the Office land-use designation proposed by the applicant. No policy language changes have been identified as necessary to support the proposed Land Use Plan Map amendment. The proposal meets this criterion.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff concludes that the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan satisfies the applicable criteria for approval as set forth in SMC Section [17G.020.030](#).

VIII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan for the subject property approximately 0.85 acre in size and located at 4502-4508 N Madison St and 4601 N Monroe St (parcels 35062.3609, 35062.3610, and 35062.3619).

IX. LIST OF EXHIBITS

- 1 Relevant Comprehensive Plan policies
- 2 Application Materials
- 3 SEPA CHECKLIST
- 4 SEPA Determination of Non-Significance
- 5 Department Comment – Development Services

EXHIBIT 1 – RELEVANT COMPREHENSIVE PLAN POLICIES

City of Spokane [Comprehensive Plan](#)

Land Use Element

LU 1.3 Single-Family Residential Areas

Protect the character of single-family residential neighborhoods by focusing higher intensity land uses in designated Centers and Corridors.

Discussion: The city's residential neighborhoods are one of its most valuable assets. They are worthy of protection from the intrusion of incompatible land uses. Centers and Corridors provide opportunities for complementary types of development and a greater diversity of residential densities. Complementary types of development may include places for neighborhood residents to work, shop, eat, and recreate. Development of these uses in a manner that avoids negative impacts to surroundings is essential. Creative mechanisms, including design standards, must be implemented to address these impacts so that potential conflicts are avoided.

LU 1.5 Office Uses

Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: Office use of various types is an important component of a Center. Offices provide necessary services and employment opportunities for residents of a Center and the surrounding neighborhood. Office use in Centers may be in multi-story structures in the core area of the Center and transition to low-rise structures at the edge.

To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.

Drive-through facilities associated with offices such as drive-through banks should be allowed only along a principal arterial street subject to size limitations and design guidelines. Ingress and egress for office use should be from the arterial street. Uses such as freestanding sit-down restaurants or retail are appropriate only in the Office designation located in higher intensity office areas around downtown Spokane.

Residential uses are permitted in the form of single-family homes on individual lots, upper-floor apartments above offices, or other higher density residential uses.

CFU 2.1 Available Public Facilities

Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.

Discussion: Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries.

It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

CFU 2.2 Concurrency Management System

Maintain a concurrency management system for all capital facilities.

Discussion: A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools.

The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated.

The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program.

In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

Land Use Solutions & Entitlement

Land Use Planning Services

9101 N. MT. VIEW LANE Spokane, WA 99218

509-435-3108 (V)

10-28-18

Tirrell Black, AICP
City of Spokane Planning Services
W 801 Spokane Falls Blvd, 3rd Floor
Spokane WA 99201

Ref: DOE Annual Map Amendment

Tirrell:

On behalf of the Department of Ecology, please find its application for a Comprehensive Plan Amendment and rezone from R 6-10 to Office and RSF to O-35. Specifically, enclosed are:

- 1) General Application
- 2) Early Threshold Review Supplement
- 3) Comprehensive Plan Annual Amendment Pre-Application
- 4) SEPA Checklist
- 5) Project Narrative
- 6) Site Plan
- 7) Summary of Neighborhood Council Outreach, and
- 8) \$500.00 application fee.

Respectfully Submitted



Dwight J Hume, agent
Land Use Solutions and Entitlement

RECEIVED

OCT 29 2018

Neighborhood and
Planning Services

**DESCRIPTION OF PROPOSAL:**

Map Amendment from R 4-10 to Office and zone change from RSF to O-35

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)
4502 and 4508 N Madison, 4601 N Monroe and 4616 N Monroe

APPLICANT:

Name: Department of Ecology, C/O Fran Huntington Facilities Manager
Address: 300 Desmond Dr Lacey WA 98503
Phone (home): **Phone (work):** 360-407-7028
Email address: Fhun461@ecy.wa.gov

PROPERTY OWNER:

Name: Washington State Department of Ecology
Address: PO Box 47600 Olympia WA 98504
Phone (home): **Phone (work):** N/A
Email address: N/A

AGENT:

Name: Dwight J Hume dba Land Use Solutions and Entitlement
Address: 9101 N Mt. View Lane Spokane WA 99218
Phone (home): **Phone (work):** 509-435-3108
Email address:

ASSESSOR'S PARCEL NUMBERS:

35062.3610, 35062.3609, (Houses); 35062.3619 (W Parking Lot); 35062.3515 (NE Parking Lot)

LEGAL DESCRIPTION OF SITE:

See Attached Legal Descriptions

SIZE OF PROPERTY:

Houses (.28 acres); W. Parking Lot (.57 acres); NE Parking Lot (.17 acres) Total Acres 1.02 acres

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Land Use Map Amendment with implementing zone changes.

RECEIVED

OCT 29 2013

Neighborhood and
Planning Services

Washington State Department of Ecology

by Fran Huntington

I, Fran Huntington, Facility Manager of the above-described property do hereby authorize Dwight J Hume dba Land Use Solutions and Entitlement to represent DOE and our interests in all matters regarding this application.

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

Witness my hand and official seal hereto affixed the day and year first above written.



Valerie L Pearson Valerie L Pearson

Notary Public in and for the State of Washington,

residing at Lacey, Washington

RECEIVED

OCT 29 2018

Neighborhood and Planning Services

Early Threshold Review

Department of Ecology Map Amendment

Description of Proposed Amendment: Land Use Map change from R 4-10 to Office and a zone change from RSF to O-35 on 1.02 acres.

The request will change two single family home sites located at 4502 and 4508 N Madison from RSF to O-35 and upgrade two existing parking lots; one located north of the houses along Madison and one located at the SEC of Monroe and Wellesley to Office from the current special permits and RSF zoning.

The purpose of the amendment is to accommodate an emergency response storage facility on site with the main office of the DOE and to replace existing special permit parking lots with Office designation and zoning.

SMC 17G.025.010

1. **Describe how the proposed amendment is appropriately addressed as a Unified Development Code Amendment.**

The UDC allows for private sector request on individual ownerships, in-lieu-of a city-wide update to the comprehensive plan or a sub-area plan. Neither of these options are available, leaving the private sector request as the only reasonable option to keep the planned improvements within their approved budget cycle.

2. **The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.**

As stated above, neither a Citywide update nor a sub-area plan are available to this area and request, nor are they timely, considering the budget cycle.

3. **The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.**

The request has already been reviewed for the parking lot upgrades as a pre-application meeting of August 9, 2018. The change of the two existing houses will not add an unreasonable length of time for review and approval under the annual review process.

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4. **Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.**

The annual process for amending the Comprehensive Plan is to keep the Comprehensive Plan alive and responsive to the community. The subject property is part of a common ownership split between the O-35 and RSF zones and contained within its present facility operations and/or block. The requested amendment is therefore, consistent with the adjacent land use classification and zones and will implement many applicable Comprehensive Plan policies. The site has a full range of public services available and can accommodate any potential commercial use of the common site.

The request is consistent with the CWPP. The CWPP encourages growth in urban areas where services and utilities already exist. When the site is further developed, the applicant or developer will be required to demonstrate that levels of service are maintained, as required by the CWPP. The CWPP also encourages the use of public transit and development where public transit is available. It is important to note that the city has adopted development regulations and policies to implement the CWPP at the City level. Thus, consistency with the CWPP is achieved.

The application is consistent with the goals and policies of the Growth Management Act. The GMA encourages densification, in-fill and urban development and redevelopment in areas designated for urban growth and within existing city limits. The property is within the UGA and the city limits of Spokane.

The proposed change is consistent with the following goals of the Comprehensive Plan:

Land Use 1.5 The Office designation is also located where it continues an existing office trend...

The subject proposal is located within the block bounded by Madison on the West, Princeton on the South, Wellesley on the North and Monroe on the East. The exception is a fleet vehicle parking lot located at the SEC of Wellesley and Monroe. The proposal will be contained within the block and will be used as part of the existing State of Washington DOE services. Accordingly, the expansion of the existing Office designation is contained and brings current non-conforming improvements and zones into conformance with the intent of the policy and comprehensive plan.

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Land Use 1.12

The proposed map change is consistent with LU 1.12. Existing public facilities and services are adequately available to the subject property.

Land Use 3.1

The proposed map change is consistent with LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1 future growth should be directed to locations where adequate services and facilities are available.

Land Use 5.3

The Off -Site impacts are mitigated by the development standards of the city and the subject property is adjacent to existing DOE uses or separated by existing street systems, which is a common land use designation boundary. area, thus fostering a range of business and employment opportunities.

Economic Development Goal 6

The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exist before extending infrastructure into new areas. In this case, all services are readily available.

5. **The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated. N/A, the proposal has not been submitted in the past.**
6. **If this change is directed by state law or a decision of a court or administrative agency, please describe. N/A**

End of Form

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Comprehensive Plan or Land Use Code Amendment

Pre-Application

(Department of Ecology Applicant)

DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es))

- | | |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Text Change | <input checked="" type="checkbox"/> Land Use Designation Change |
| <input type="checkbox"/> Regulatory Code Text Change | <input type="checkbox"/> Area-Wide Rezone |

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Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals):*

- a. Summarize the general nature of the proposed amendment.
Map amendment from R-4-10 to Office and zone change from RSF to O-35.
- b. Why do you feel this change is needed?
The Department of Ecology is located within this block and has acquired the remaining two houses to use the land for facility expansion, for an emergency response equipment accessory storage building.
- c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?
Except for an existing "C" store, the remainder of the block within which the subject request is located, is owned by the State of Washington and operated by the Department of Ecology. The entire east half of this block is zoned Office, where the primary office facility is located and an existing parking lot on the west half is allowed by special permit. This is merely an expansion of the Office category to allow the planned facility expansion and upgrade zoning of the parking lot(s) from previous special permit approvals. If approved, it will be contained within its present boundaries of use.
- d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal? *N/A*
- e. For map amendments:
 1. What is the current Land Use designation and zoning for each affected parcel? *R 4-10 and RSF*
 2. What is the requested Land Use designation and zoning for each affected parcel? *Office and O-35*
 3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.
Sit(s): S/F Houses and/or parking lots for DOE and DOE Offices. East: S/F Houses; West: S/F Houses, Office and "C" Store; North: S/F and Neighborhood Retail; South S/F and Catholic Parish.
- f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal? *Previous Special Permits were granted for on-site parking in the west half of the block and at the SEC of Monroe and Wellesley.*
- g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

There are no pending plan updates and state budget constraints require immediate action.

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?

☐ Yes ☒ No

i. If yes, please answer the following questions:

1. When was the amendment proposal submitted?
2. Was it submitted as a consistent amendment or an inconsistent amendment?
3. What were the Plan Commission recommendation and City Council decision at that time?
4. Describe any ways that this amendment proposal varies from the previously considered version.

Development Services Center 808 West Spokane Falls Boulevard, Spokane, WA 99201-3336
my.spokanecity.org | Phone: 509.625.6300 | Fax: 509.625.6822

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Project Narrative Summary

Department of Ecology Map Amendment

The Department of Ecology has purchased the remaining two homes located on the block where the DOE has headquartered in Spokane. Except for a "C" store located at the NW corner of the block, DOE will now have the rest of the block for their use.

These houses are located at the NEC of Princeton and Madison and are addressed as 4502 and 4508 N Madison. The purpose of this request is to enable DOE to relocate their emergency response equipment currently stored in west Spokane near the Waste to Energy Plant. The project would replace the houses with an accessory structure for said storage. Budgeting has been approved and is subject to this zone change prior to permitting, which is now delayed until the spring of 2020. Pending the procedural completion of this annual amendment.

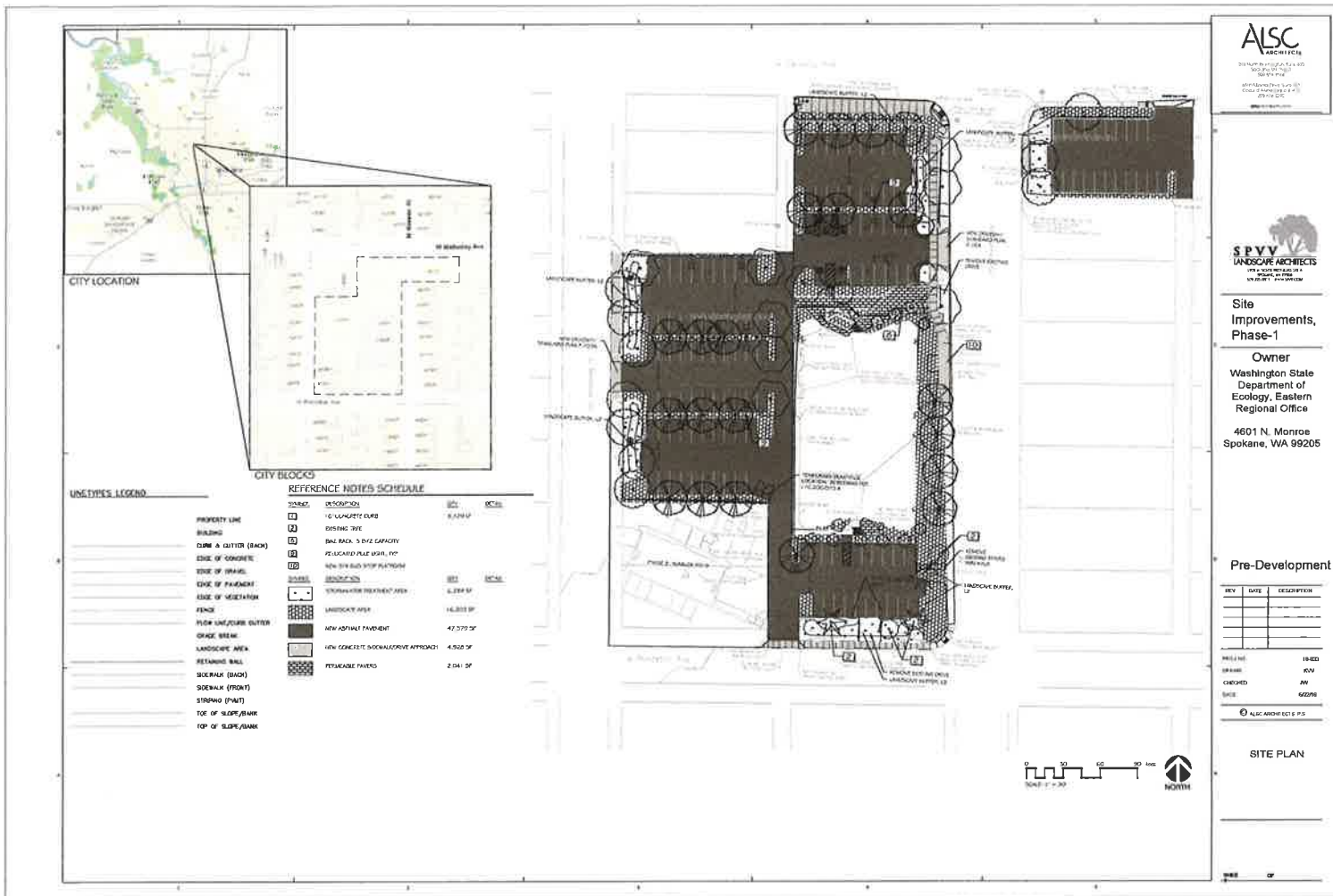
In addition, the DOE will improve the existing parking lots and add a new parking lot immediately south of the existing office building within the current O-35 zone. Those improvements are scheduled for completion by June 30, 2019. A schematic site plan is included showing the proposed parking lot locations and a proposed preliminary site plan of the storage facility.

Finally, as part of the annual amendment, the parking lots that are currently under the approval of a special permit, will be upgraded to the O-35 zone to bring these parcels into compliance with the comprehensive plan and remove the non-conforming classification of said lots.

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ALSC
ARCHITECTS

SPVY
LANDSCAPE ARCHITECTS

Site Improvements, Phase-1

Owner
Washington State
Department of
Ecology, Eastern
Regional Office
4601 N. Monroe
Spokane, WA 99205

Pre-Development

REV	DATE	DESCRIPTION

SITE PLAN

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Project Name

Owner

Project Status

REV	DATE	DESCRIPTION

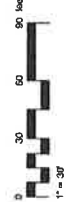
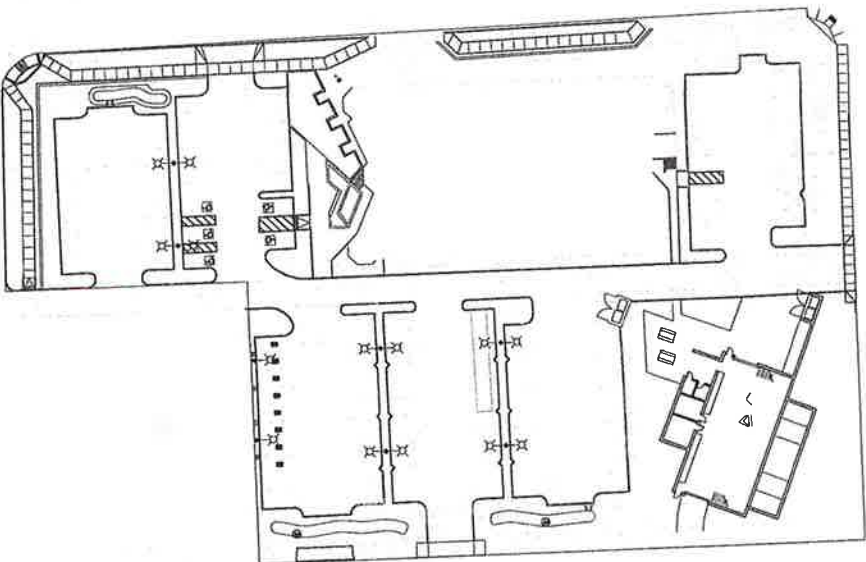
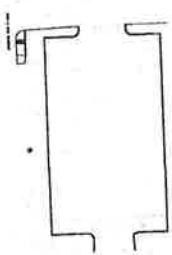
PROJECT NO.	PROJECT
DRAWN	AUTHOR
CHECKED	CLIENT
DATE	DATE

© AISC ARCHITECTS, P.A.

OVERALL FIRST
FLOOR PLAN

A-101

DATE OF

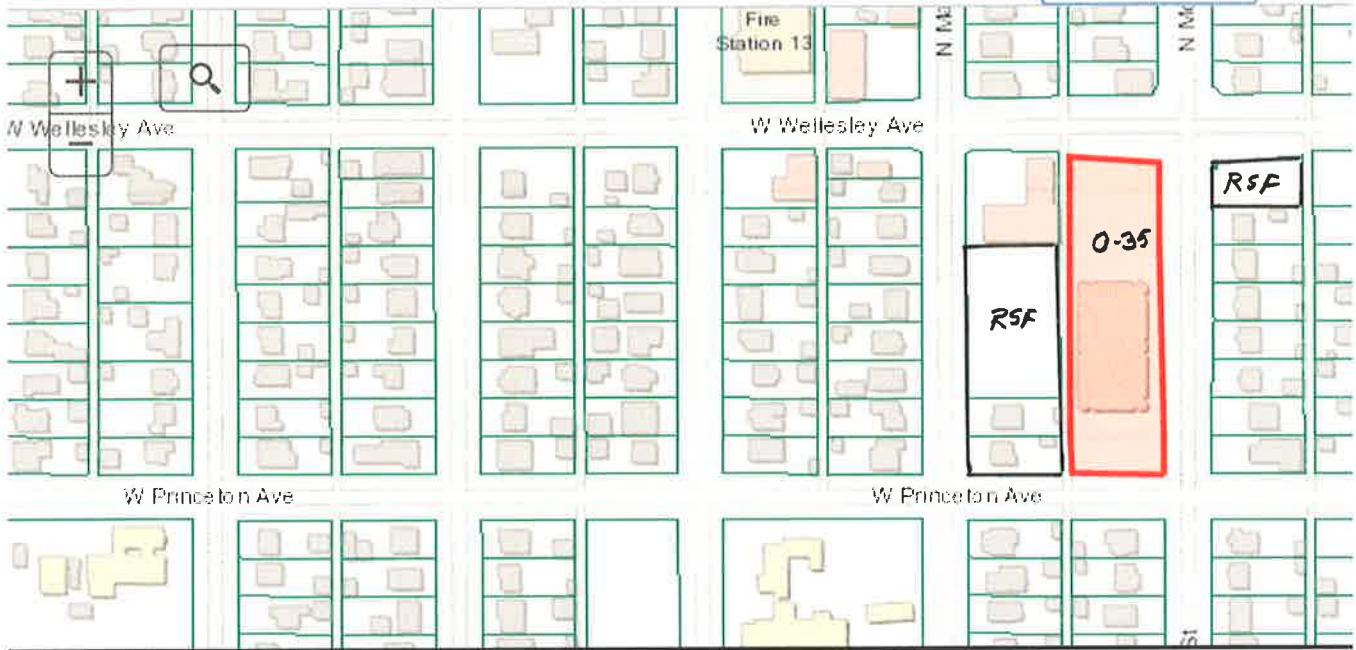


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Measure

More Info



Tax Parcels

Districts

Permits

Zoning

EXISTING ZONES

35062.3618
4605 N MONROE ST



Site Address and Owner Info

Most-Recent Sale

Click on the image to view larger

Property Info

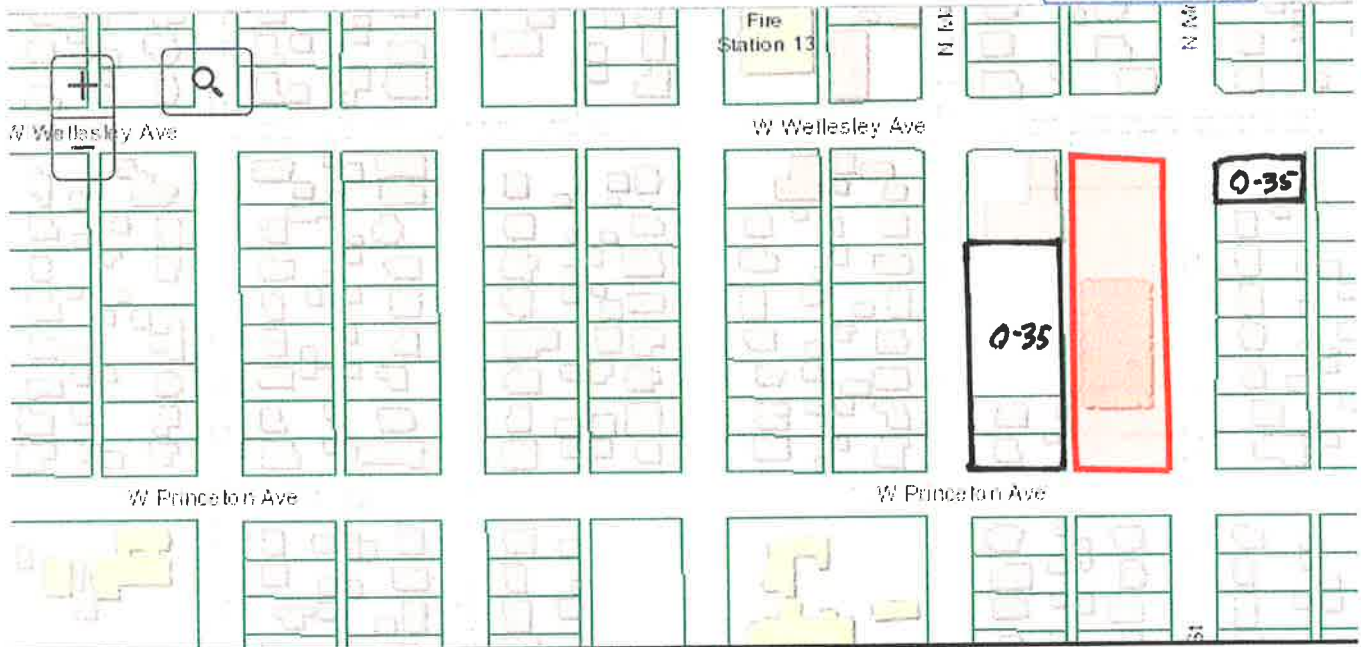
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Measure

More Info



Tax Parcels

Districts

Permits

Zoning

PROPOSED ZONES

35062.3618
4605 N MONROE ST



Site Address and Owner Info

Most-Recent Sale

Click on the image to view larger

Property Info

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dhume@spokane-landuse.com

From: dhume@spokane-landuse.com
Sent: Monday, October 29, 2018 10:51 AM
To: 'Jeff Zabinski'; 'gillflah@comcast.net'
Subject: Another annual amendment coming your way
Attachments: DOE General Application Annual Amendment.doc

North Hill NC contacts
(THB)

Jeff: As you may have heard, the Department of Ecology is expanding their facilities at their Monroe and Wellesley location. In this instance, they acquired the two remaining houses within their block located at the NEC of Madison and Princeton. These will be removed and the emergency response equipment will finally be relocated to that site. In addition, the DOE is improving the parking lots and adding one directly south of the existing office building along the ally and Princeton. That project will be finished by June 30 of 2019. The other storage building won't happen until the spring of 2020 pending the approval of the Office designation.

As you know, the City requires us to interface and go over the application. I could meet (if there's room on your agenda on the November 8th date, or the December 13th date. Let me know what works for you.

Regards

Dwight J Hume

Land Use Solutions and Entitlement
9101 N Mt. View Lane
Spokane WA 99218
509-435-3108

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Comprehensive Plan Amendments

Full Review
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Z18-884COMP DOE

MAR 11 2019

Full Review & Fees for Applications approved for Annual Amendment Work Program:

**Neighborhood and
Planning Services**

This "Full Review" application and full payment of fees is required to be completed and filed with City of Spokane within 15 days of council action by all applicants when proposals have been added to the "Annual Comprehensive Plan Amendment Work Program" by City Council Resolution.

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your applications chances of being reviewed during this amendment cycle. Answers to these questions will assist in review of the criteria in SMC 17G.020.030.

1. Describe the nature of the proposed amendment and explain if there is any change from the early threshold review application. *The applicant needs the subject parcels changed to Office from Residential 4-10 to accommodate a storage facility for emergency response equipment. The Docketing Committee and Council recommended that the parcel located at the SE corner of Monroe and Wellesley not be included in the cross-over to Office to prevent a trend to Office within that block.*
2. How will the proposed change provide a substantial benefit to the public? *The current storage of this emergency response equipment is located off campus in Airway Heights, imposing a delayed response from the home office to the incident.*
3. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies. *The application is consistent with the Comprehensive Plan as the existing adjacent facility for DOE is zoned Office.*
4. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies. *The proposal is consistent with GMA and other applicable state and federal guidelines.*
5. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional Transportation Improvement District, and official population growth forecasts? If inconsistent please describe the changed regional needs or priorities that justify such an amendment and

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(Rev Feb 2018)

provide supporting documents, reports or studies. *The proposal is consistent with CWPP and existing adopted land use policies.*

6. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan? Are there other infrastructure implications that may be relevant given the review criteria in SMC 17G.020.030(C)? *No*
7. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation. *No*

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Project Narrative Summary

Department of Ecology Map Amendment

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The Department of Ecology has purchased the remaining two homes located on the block where the DOE has headquartered in Spokane. Except for a "C" store located at the NW corner of the block, DOE will now have the rest of the block for their use.

These houses are located at the NEC of Princeton and Madison and are addressed as 4502 and 4508 N Madison. The purpose of this request is to enable DOE to relocate their emergency response equipment currently being stored in west Spokane near the waste to energy plant. The project would replace the houses with an accessory structure for said storage. Budgeting has been approved and is subject to this zone change prior to permitting, which is now delayed until the spring of 2020, pending the procedural completion of this annual amendment.

In addition, the DOE will improve the existing on-site parking lots. Those improvements are scheduled for completion by June 30, 2019. A schematic site plan is included showing the proposed parking lot locations and a proposed preliminary site plan of the storage facility.

Finally, as part of the annual amendment, the parking lots that are currently under the approval of a special permit, will be upgraded to the O-35 zone to bring these parcels into compliance with the comprehensive plan and remove the non-conforming classification of said lots. Except that, during the Docketing Committee review, the committee recommended that the DOE parking lot located separately on the SEC of Monroe and Wellesley, be left as an RSF/Special Permit parking area so as to avoid future Office expansion within that block.

End of Narrative

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Section 17G.020.030
Final Review Criteria

Neighborhood and
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18-884COMP DOE

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

No changes to GMA or environmental regulations are known to affect the proposed amendment. Accordingly, the proposed amendment is consistent with applicable GMA and environmental regulations.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

The proposal is consistent with the adopted goals and policies of the Comprehensive Plan. That document has the same internal compliance requirement. Therefore, this meets the GMA requirements.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

No new infrastructure improvements will be triggered by this proposal. All expenses associated with this proposal are on site and privately funded.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

No impacts will occur to require a shortfall to service levels from this proposed amendment.

E. Internal Consistency.

1). The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For

example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

The proposed expansion of the existing Office designation is inconsequential to the internal and applicable plans and programs of the City of Spokane.

2). If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Not Applicable

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts

The expansion of the existing Office designation is not consequential to Regional Consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures

1) Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action

The proposed amendment of 1.02 acres within an existing city block that is trending toward Office, has no cumulative land use impacts.

2) Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

This proposal has no effects on land use type or geographic area. It is bringing the entire DOE complex of on-site operations into zoning compliance.

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H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter [17E.050](#)

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

The applicant is unaware of other pending applications. Notwithstanding, this expansion of an existing Office designation has insignificant cumulative impacts

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS) *Not Applicable*

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies

The proposal has no impacts upon citywide services.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County: *Not Applicable*

K. Demonstration of Need.

1) Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Office designations are allowed when trending and expanding from an existing Office designation, or when used to make a common use and site consistent in zoning.

- b. The map amendment or site is suitable for the proposed designation;

As stated in "a" above, a common zone for a common use within a common site is appropriate.

- c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

The current map designation recognizes former single-family zones and uses. The ownership is now the DOE and their common operations of Office, parking and storage, thus eliminating some non-conforming uses for parking and accommodating a storage facility for emergency response equipment and supplies. The removal of the two remaining houses within this block is entirely suitable.

2) Rezones Land Use Plan Map Amendments *If approved, the corresponding zone would be O-35 and this would bring all of the DOE ownership within the block to an O-35 zone and eliminate the non-conforming special permit on-site parking lots.*

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Environmental Checklist

File No. Z18-884COMP

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

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A. BACKGROUND

1. Name of proposed project, if applicable: Department of Ecology Annual Amendment
2. Name of applicant: Department of Ecology
3. Address and phone number of applicant or contact person: Dwight Hume
9101 N Mt. View Lane, Spokane WA 99218, 509-435-3108
4. Date checklist prepared: October 2018
5. Agency requesting checklist: City of Spokane Planning Services
6. Proposed timing or schedule (including phasing, if applicable): Upon
Completion of this amendment and zone change, spring 2020.
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Yes, the existing parking lots will be upgraded, and a new parking lot added within the current Office designation located south of the existing DOE Office building.
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. No
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. Non-project action. To be determined at time of building permit.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. Yes, parking lot improvements as stated above.

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10. List any government approvals or permits that will be needed for your proposal, if known. **Amend designation to Office, zone change to O-35; building permits, landscape plan approval; drainage plan review and approval.** _____

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. **Change designation to Office at 4502 and 4508 N Madison; convert to accessory structure to store emergency response equipment for DOE.** _____

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. **The existing houses are located at the NEC of Madison and Princeton.** _____

13. Does the proposed action lie within the **Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane?** (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) _____

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely

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to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

Non-project action. To be determined at time of building permit. _____

- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Non-project action. To be determined at time of building permit. _____

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Non-project action. To be determined at time of building permit. _____

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

Non-project action. To be determined at time of building permit. _____

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

Non-project action. To be determined at time of building permit. _____

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Non-project action. To be determined at time of building permit. _____

TO BE COMPLETED BY APPLICANT

B. ENVIRONMENTAL ELEMENTS

Evaluation for
Agency Use
Only

1. Earth

- a. General description of the site (circle one): **flat**, rolling, hilly, steep slopes, mountains, other: _____

- _____
- _____
- b. What is the steepest slope on the site (approximate percent slope)? N/A
- _____
- _____
- _____
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. **Non-project action. To be determined at time of building permit.**
- _____
- _____
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. **Non-project action. To be determined at time of building permit.**
- _____
- _____
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill: **Non-project action. To be determined at time of building permit.**
- _____
- _____
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. **Non-project action. To be determined at time of building permit.**
- _____
- _____
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? **Non-project action. To be determined at time of building permit.**
- _____
- _____
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: **Non-project action. To be determined at time of building permit.**
- _____
- _____

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2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. _____

Non-project action. To be determined at time of building permit. _____

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. _____

No _____

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Non-project action. To be determined at time of building permit. _____

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3. Water

- a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

N/A _____

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. **N/A** _____

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A _____

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- _____

(4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

N/A

- (5) Does the proposal lie within a 100-year floodplain? ____ If so, note location on the site plan.

N/A

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

N/A

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b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Non-project action. To be determined at time of building permit.

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

Non-project action. To be determined at time of building permit.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

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Non-project action. To be determined at time of building permit. _____

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

Non-project action. To be determined at time of building permit. _____

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

Non-project action. To be determined at time of building permit. _____

4. Plants

- a. Check or circle type of vegetation found on the site:

_____ Deciduous tree: *alder, maple, aspen, other.*

_____ Evergreen tree: *fir, cedar, **pine**, other.*

_____ **Shrubs**

_____ **Grass**

_____ Pasture

_____ Crop or grain

_____ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*

_____ Water plants: *water lilly, eelgrass, milfoil, other.*

_____ Other types of vegetation.

- b. What kind and amount of vegetation will be removed or altered? **Non-project action. To be determined at time of building permit.** _____

- c. List threatened or endangered species known to be on or near the site. **None** _____

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if

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any: Non-project action. To be determined at time of building permit.

5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:
birds: *hawk, heron, eagle, **songbirds**, other.* _____
mammals: *deer, bear, elk, beaver, other.* _____
fish: *bass, salmon, trout, herring, shellfish, other.* _____
other: _____

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- b. List any threatened or endangered species known to be on or near the site.

None _____

- c. Is the site part of a migration route? If so, explain. _____

No _____

- d. Proposed measures to preserve or enhance wildlife, if any:

None _____

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Non-project action. To be determined at time of building permit. _____
- _____
- _____
- _____

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. _____

Non-project action. To be determined at time of building permit.

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- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Non-project action. To be determined at time of building permit.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. **Non-project action. To be determined at time of building permit.**

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- (1) Describe special emergency services that might be required. **Non-project action. To be determined at time of building permit.**

- (2) Proposed measures to reduce or control environmental health hazards, if any: **Non-project action. To be determined at time of building permit.**

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? **Non-project action. To be determined at time of building permit.**

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Non-project action. To be determined at time of building permit.

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- (3) Proposed measure to reduce or control noise impacts, if any:
Non-project action. To be determined at time of building permit. _____

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?

Site: S/F Dwellings, DOE Office and associated parking lots; NW: "C" Store and retail; West: Office and S/F; North: S/F and Retail; South: S/F and Church; East: S/F. _____

- b. Has the site been used for agriculture? If so, describe. **No** _____

- c. Describe any structures on the site. **SF Dwellings** _____

- d. Will any structures be demolished? If so, which? **Yes, both houses and accessory structures to be removed.** _____

- e. What is the current zoning classification of the site? **RSF** _____

- f. What is the current comprehensive plan designation of the site? **R 4-10** _____

- g. If applicable, what is the current shoreline master program designation of the site?

N/A _____

- h. Has any part of the site been classified as a critical area? If so, specify. **No** _____

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- i. Approximately how many people would reside or work in the completed project?

Non-project action. To be determined at time of building permit.

- j. Approximately how many people would the completed project displace? Two families

- k. Proposed measures to avoid or reduce displacement impacts, if any: One renter is being relocated

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Compliance with applicable development standards

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9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing. N/A

- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. 2

- c. Proposed measures to reduce or control housing impacts, if any: None

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? Non-project action. To be determined at time of building permit.

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- _____
- _____
- b. What views in the immediate vicinity would be altered or obstructed? **None** _____

- _____
- c. Proposed measures to reduce or control aesthetic impacts, if any: **Compliance with applicable development standards** _____
- _____
- _____

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Non-project action. To be determined at time of building permit.** _____
- _____

- b. Could light or glare from the finished project be a safety hazard or interfere with views? **No** _____
- _____

- c. What existing off-site sources of light or glare may affect your proposal? **None** _____
- _____

- d. Proposed measures to reduce or control light and glare impacts, if any: **Indirect lighting and downcasting of outdoor lighting.** _____
- _____
- _____

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? **N/A** _____
- _____
- _____

- b. Would the proposed project displace any existing recreational uses? If so, describe. **No** _____

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- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: None

13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. No

- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.

None

- c. Proposed measures to reduce or control impacts, if any:

None

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14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. Monroe to Princeton to Madison or Wellesley to Madison to Princeton.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? Yes

- c. How many parking spaces would the completed project have? How many would the project eliminate? Non-project action. To be determined at time of building permit.

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d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). No

e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. No

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. Non-project action. To be determined at time of building permit.

(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)

g. Proposed measures to reduce or control transportation impacts, if any: Non-project action. To be determined at time of building permit.

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. No

b. Proposed measures to reduce or control direct impacts on public services, if any: None

16. Utilities

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

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- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed. **Non-project action. To be determined at time of building permit.**

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/29/18

Signature: [Signature]

Please Print or Type:

Proponent: Dwight Hume

Address: 9101 N Mt. View Lane

Phone: 509-435-3108

Spokane WA 99218

Person completing
form (if different
from proponent): Same

Address: _____

Phone: _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

Non-project action. To be determined at time of building permit. _____

Proposed measures to avoid or reduce such increases are:

Non-project action. To be determined at time of building permit. _____

2. How would the proposal be likely to affect plants, animals, fish or marine life?

None _____

Proposed measures to protect or conserve plants, animals, fish or marine life are:

None _____

3. How would the proposal be likely to deplete energy or natural resources?

No impacts _____

Proposed measures to protect or conserve energy and natural resources are:

None _____

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

No

Proposed measures to protect such resources or to avoid or reduce impacts are:

None

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposal will not affect adjacent land use because of the existing land use pattern and/or separation from other S/F uses by streets.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Development per applicable development standards of the City of Spokane.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

No impacts

Proposed measures to reduce or respond to such demand(s) are:

None

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

No conflicts with other state or federal regulations.

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C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/29/18 Signature: D. Hume

Please Print or Type:

Proponent: Dwight Hume Address: 9101 N Mt. View Lane

Phone: 509-435-3108 Spokane WA 99218

Person completing form (if different from proponent): _____

SAME Address: _____

Phone: _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z18-884COMP

PROPONENT: Washington State Department of Ecology (Agent: Dwight Hume, Land Use Solutions and Entitlement)

DESCRIPTION OF PROPOSAL: This proposal is to change parcels 35062.3609, 35062.3610, and 35062.3619 from "Residential 4-10 Land Use" and RSF zoning to "Office Land Use" and O-35 zoning (same as adjacent parcel to the east). The subject parcels are approximately 37,000 square feet (0.85 acre) total. No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:

The subject site is three parcels located on the northeast corner of North Madison Street and West Princeton Avenue, (4502-4508 N Madison St and 4601 N Monroe St / parcels 35062.3609, 35062.3610, and 35062.3619). The concerned property totals approx. 37,000 square feet (0.85 acre).

Legal Description: Lots 10 through 15 of Block 36, Monroe Park Addition in the City of Spokane, County of Spokane, Washington State.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

☐ There is no comment period for this DNS.

☐ This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.

☒ This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

Responsible Official: Heather Trautman

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: August 27, 2019

Signature: 

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

MEMORANDUM



DEVELOPMENT SERVICES CENTER

DATE: April 23, 2019

TO: Nathan Gwinn, Assistant Planner

FROM: *Ewb*
Eldon Brown, P.E., Principal Engineer – Development Services Center

File No: Z18-884COMP

SUBJECT: Comprehensive Plan Land Use Plan Map Amendment – 4502-4508 N Madison St and 4601 N Monroe St (Department of Ecology) change from RSF to O-35

APPLICANT: Department of Ecology, C/O Fran Huntington, Facilities Manager

Comp Plan Amendment Comments

1. Currently, no conflicts with city utilities (sewer and water) are foreseen by a land use zoning change as per this proposal. Sewer and Water is available in the area. Future development will require a review of existing public water and sewer before concurrency for the development is reached.
2. Compliance to SMC 17.060D *Stormwater Facilities* is required and will be reviewed at the time of development application(s).

cc: Development Services File
Kris Becker, P.E., Manager, Development Services
Mike Nilsson, P.E., Senior Engineer, Development Services
Patty Kells, Traffic Engineering Assistant, Development Services

**Spokane Plan Commission Findings of Fact, Conclusions,
and Recommendations on the Comprehensive Plan Land Use
Plan Map Amendment File No. Z18-884COMP
(WASHINGTON STATE DEPARTMENT OF ECOLOGY)**

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from “Residential 4-10” to “Office” for a 0.85-acre area located at 4502-4508 N Madison St. The implementing zoning designation requested is to change to Office with 35-foot height limit (O-35).

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.
- C. Amendment application Z18-884COMP (the “Application”) was submitted in a timely manner for review during the City’s 2018/2019 amendment cycle.
- D. The Application seeks to amend the land use designation for a 0.85-acre area located near Wellesley Ave and Madison St from “Residential 4-10” to “Office” with a corresponding change in zoning from Residential Single-Family (RSF) to Office with a 35-foot height limit (O-35). The owner of the Property also owns parcel immediately to the east of the Property resulting in common ownership holding that spans the area between the Property and Monroe St.
- E. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City’s Annual Comprehensive Plan Amendment Work Program.
- F. On January 15, 2019, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.
- G. On February 25, 2019, the City Council adopted Resolution RES 2019-0011 establishing the 2019 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.
- H. Thereafter, on April 5, 2019, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.
- I. A public comment period ran from May 28, 2019 to July 29, 2019 which provided a 60-day public comment period. The City did not receive any negative comments regarding the Application.

- J. On June 6, 2019, the Community Assembly received a presentation regarding the 2019 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.
- K. On June 26, 2019, the Spokane City Plan Commission held a workshop to study the Application.
- L. On August 27, 2019, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 10, 2019. No comments on the SEPA determination were received.
- M. On August 29, 2019, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.
- N. On August 28 and September 4, 2019, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 11, 2019 Plan Commission Public Hearing.
- O. On August 28, 2019, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject property.
- P. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the application.
- Q. On September 11, 2019, the Plan Commission held a public hearing on the Application, and concluded its deliberations.
- R. Nobody testified in opposition to the Application and the City did not receive any adverse comments from the public or otherwise regarding the Application.
- S. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
- T. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

U. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:

. . . .

Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

V. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically policy Land Use LU 1.5 concerning the establishment of Office land uses in the City and that the subject property meets the requirements for designation of office uses outside of established Centers or Corridors, as the property is in an area experiencing a trend of office development and office uses would be an adequate transitional use between the more intense uses to the north and the residential uses to the west, south, and east of the subject properties.

W. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the Application File No. Z18-884COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2019 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
3. The Application is consistent with the goals and purposes of GMA.
4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant

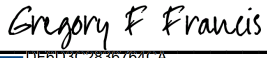
six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent within the meaning of SMC 17G.020.030E.
6. The Application 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.
7. The Application has been considered simultaneously with the other proposals included in the 2019 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.
8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.
9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
11. The proposed map amendment and site is suitable for the proposed designation.
12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z18-884COMP, a request by Dwight Hume, Land Use Solutions and Entitlement on behalf of the Washington State Department of Ecology to change the land use plan designation on 0.85 acres of land from "Residential 4-10" to "Office" with a corresponding change of the implementing zoning to O (Office), as based upon the above listed findings and conclusions, by a vote of 7 to 0, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorized 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 Application.

DocuSigned by:

DF6D3C2836764CA...

**Greg Francis, Vice President in lieu of
Todd Beyreuther, President
Spokane Plan Commission**

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

11/11/2019

Date Rec'd

10/28/2019

Clerk's File #

ORD C35841

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

KEVIN 625-6184

Contact E-Mail

KFREIBOTT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 – TEXT AMENDMENT – TRANSIT SUPPORTED DEVELOPMENT

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to application Z18-958COMP amending Chapter 3 of the Comprehensive Plan to include a new policy encouraging transit-supported development near high-performance transit stops. This proposal is city-sponsored.

Summary (Background)

This proposal would add a new policy, LU 4.6, encouraging Transit-Supported Development, in Chapter 3, Land Use, of the Comprehensive Plan. This proposal is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment & has recommended approval of the amendment

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

TRAUTMAN, HEATHER

Division Director

DUVALL, MEGAN

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

10/10/2019

Other**Distribution List**

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Additional Approvals**Purchasing**

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment and has recommended approval of the amendment.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

**STAFF REPORT ON COMPREHENSIVE PLAN
TEXT AMENDMENT APPLICATION
Proposed Transit-Supported Development Policy; File Z18-958COMP**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

This application, sponsored by Council President Stuckart and initiated by the Spokane City Council, proposes a new policy, LU 4.6, Transit-Supported Development, in Chapter 3, Land Use, of the Comprehensive Plan. The new policy would call for the City to encourage transit-supported development within the vicinity of high-performance transit (HPT) stops in the City of Spokane.

II. GENERAL INFORMATION

Agent/Applicant:	Council President Ben Stuckart, on behalf of the Spokane City Council
Location of Proposal:	Various locations near high-performance transit lines within the city of Spokane
Zoning/Land Use Plan Designation:	Varies
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was issued on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Kevin Freibott, Planner II, kfreibott@spokanecity.org
Recommendation:	Approve

III. BACKGROUND INFORMATION

- A. Site Description:** The proposal would not directly affect any locations. However, future Land Use Plan Map and development regulation changes could be adopted by the City in the future as a result of this new policy. These changes would occur within the general vicinity of HPT lines in the City, depending on local conditions and opportunities. Specific land use amendments would be designed in the future and may or may not affect any properties along any individual HPT line.
- B. Proposal Description:** Pursuant to the procedures provided in [chapter 17G.060](#) Spokane Municipal Code, “Comprehensive Plan Amendment Procedure,” the City Council has proposed a text amendment to the Comprehensive Plan, Chapter 3, Land Use. The proposal would add policy text and discussion text

outlining the need to encourage transit-supported development within the vicinity of HPT stops, likely to include increased density, public amenities, and changes in use. The proposal does not include any specific plans for development or improvement to any property. Future land use plan map and municipal code amendments would be subject to the requirements of the Comprehensive Plan and the Spokane Municipal Code (SMC) regarding such actions at the time of their development and consideration.

C. Existing and Proposed Text: See Exhibit 1 for the full text of the proposed policy. Note that the original proposal has been modified by Plan Commission by unanimous motion on their meeting on July 24, 2019. Exhibit 2 indicates the changes made to the text by the Plan Commission motion.

D. Policy History: The Comprehensive Plan has included a number of policies related to transportation and transit as they relate to land use since the original adoption. However, the concept of HPT has been developed in recent years by transit providers. While transit availability has been an integral part of land use planning in the city, HPT provides for a unique set of opportunities when more frequent use and new ridership technologies like simultaneous boarding, real-time signage, and other typical HPT amenities are considered.

E. Application Process:

- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution ([RES 2019-0011](#)) on February 25, 2019;
- Notice of Application was posted and published on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and emailed by August 28, 2019;
- Notice of Public Hearing to be published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. One agency/city department comment was received regarding this application (see Exhibit 6):

- City of Spokane, Development Services

Notice of this proposal was also sent to the City's neighborhood councils. Notice was posted in the Downtown library branch, and published in the Spokesman Review. One comment was received from members of the public at large prior to the comment deadline, included in this report as Exhibit 7.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC [17G.020.010](#) provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section [17G.020.030](#) establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed policies and the goals and purposes of the GMA. As such, the proposal meets this criterion.

C. Financing.

In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The proposed policy does not include any direct changes to land use and development regulations in the City, though future such amendments may be proposed in later amendment cycles in order to implement this policy. Any subsequent development of sites modified by future land use/development regulations enacted as a result of this policy would be subject to a concurrency determination pursuant to SMC [17D.010.020](#). As such, staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: As described in item “C” above, implementation of the concurrency requirement as well as applicable development regulations and transportation impact fees will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, and that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

- 1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in***

corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of any site tied to this application. The proposal does not result in any non-conforming uses or development. Staff finds no reason to indicate that the proposed policy would conflict with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional demand for infrastructure or capital expenditures by the City would be directly created by this non-project action. Future actions would be subject to additional review and analysis at the time they are proposed. As such, it is not expected that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The proposed policy would not directly result in any development projects or changes to infrastructure or other physical features typically addressed by Neighborhood Plans. Future changes to land use and/or development regulations enacted as a result of this policy would be subject to a review and consideration of neighborhood plans on a case-by-case basis as those changes are considered as part of the sub-area planning process described by the policy.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 8 of this report which relate to the proposed policy. In general, the proposal supports several comprehensive plan policies and is not in direct conflict with any.

2. ***If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

Staff Analysis: The proposal is expected to be consistent with current Comprehensive Plan policy as discussed in item E.1 above. The proposed policy may result in additional land use and development regulation changes in the future in order to implement the policy, though none are proposed at this time. Pursuant to [SMC 17G.025.010](#), the City must find that any future development regulation amendments are consistent with the Comprehensive Plan before approving them. Likewise, any future land use changes as a result of this policy must consider consistency with the existing Comprehensive Plan, per [SMC 17G.020.030.E](#).

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the

countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed amendment is consistent with the various requirements for land use planning in the CWPPs, including the need for establishing efficient land use, providing certainty to capital facilities, and allowing timely extension of services and utilities for new development. Furthermore, no comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. Therefore, the proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle. The three map amendment proposals are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application, though their impacts are less direct. However, the proposed text amendments could not affect the map amendments as they would only apply to future land use amendments, not those currently under consideration. As such, the applications would not affect each other in any cumulative fashion and the proposals meet this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: While the proposal would not modify land use or density immediately, it's conceivable that future land use or development regulation modifications may result from this policy. Any development that occurs following those changes will be subject to a concurrency determination pursuant to [SMC 17D.010.020](#), which will establish whether sufficient services are available to serve that development. Therefore, staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. This criterion does not apply.

K. Demonstration of Need.**1. Policy Adjustments.**

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. [...]

Staff Analysis: The proposal represents a new policy intended to address the opportunity created by a new transit methodology which was not available or fully developed during the original drafting of the Comprehensive Plan. While the Comprehensive Plan currently includes policies and guidance for HPT (see Exhibit 8), the land use opportunities presented by HPT were not yet included. The proposed policy language was included in the [Central City Line Strategic Overlay Plan](#) and was identified as additional recommended policy language to accommodate and take advantage of the land use opportunities raised by HPT in the City of Spokane. As such, staff finds that the proposal meets this criterion.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);***

Staff Analysis: The proposal does not involve a change to the land use plan or zoning map. Consequently, this section does not apply.

- b. The map amendment or site is suitable for the proposed designation;***

Staff Analysis: As discussed above, the proposal does not include a map amendment and this section does not apply.

- c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.***

Staff Analysis: As discussed above, the proposal does not include a map amendment and this section does not apply.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all

affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: As this proposal does not include a map amendment, this criterion does not apply. Future map amendments would be subject to this criterion at the time of their consideration by the City.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff concludes that the requested amendment to the text of the City's Comprehensive Plan satisfies the applicable criteria for approval as set forth in SMC Section [17G.020.030](#).

VIII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the text of Chapter 3, Land Use, of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval of the requested amendment to the text of Chapter 3 of the City's Comprehensive Plan for the subject text amendment in Exhibit 1.

IX. LIST OF EXHIBITS

1. Proposed Policy Text
2. Originally Proposed Text, Showing Changes
3. Application Materials
4. SEPA Checklist
5. SEPA Determination of Non-Significance
6. Agency Comment
7. Public Comment
8. Applicable Comprehensive Plan Policies

Exhibit 1 – Final Proposed Policy Text

Following public input and Plan Commission discussion about the text, the Plan Commission voted unanimously to amend the proposed policy text to read as follows. The text shown here is the current text to be considered by the Plan Commission at their hearing on September 11, 2019.

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures should be developed through a sub-area planning (or similar) process as each high-performance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized.

Exhibit 2 – Original Proposal with Modifications

The following text shows the original proposed text from the [Central City Line Strategic Overlay Plan](#) with changes made by the Plan Commission marked with omitted text in ~~strikethrough~~ and new text underlined.

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit ~~stops-corridors-and-other-transit corridors with service of at least every 15 minutes during weekdays.~~

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures would be developed through a sub-area planning (or similar) process as each high-performance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized.

Changed to “stops” only, as some HPT routes would not stop outside the downtown and thus don’t require additional development in the City to support them.

New paragraph to outline how the City might encourage transit-supported development (summarizes the recommendations of the Central City Line Strategic Overlay Plan).

Because 15-minute service does not always include the increased amenities that HPT does, it may not be appropriate to encourage transit-supported development in these areas. By limiting it to HPT stops, the City can ensure that the transit service will remain long term and will attract necessary riders.



SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

Ben Stuckart
Council President

December 17, 2018

Tirrell Black
Planning Department, City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201

Dear Tirrell:

I am writing to submit an application for a text amendment to the Comprehensive Plan. This amendment consists of a new policy in section 4 (Transportation) of the Land Use chapter (Chapter 3), and is intended to implement the recommendations of STA's Central City Line ("CCL") Strategic Overlay Plan. The text of each of this new policy is as follows:

[PROPOSED] Policy LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit corridors and other transit corridors with service of at least every 15 minutes during weekdays.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

In order to implement this strategy, consistent with the recommendations of the Central City Line Strategic Overlay Plan adopted by resolution in 2016, I am proposing a work plan item in order to develop and implement high-performance transit overlay zone(s) or district(s) within the Central City Line ("CCL") corridor area as called for in the Spokane Transit Authority's ("STA") Central City Line plans and route alignment.

Overlay zones/districts modify the underlying zoning or land use plan to achieve certain goals. A transit overlay zone or district can improve walkability, enhance neighborhood character, encourage a mix of different uses, and ensure urban-scale housing densities. In the CCL corridor, an overlay district or zone can also be used to apply development incentives that reduce the costs of development, making it more likely for a project to "pencil out" (*i.e.*, be financially feasible). Rental rates within the CCL corridor are relatively low, which means that new development is less likely to be financially feasible. Incentives can help close that feasibility gap and make projects happen.



Overlay zone(s) or district(s) could be developed for property within the entire CCL corridor or only within certain areas, such as within a certain distance from specified permanent CCL stations. Some or all of the characteristics and incentives applicable within CCL overlay zone(s) or district(s) could also be later made applicable to other high-performance transit network areas as the network expands throughout Spokane.

In general, new development within a high-performance transit overlay zone or district should be required to meet the stricter standard as between the overlay zone or district and the underlying base zone. For example, if the overlay zone or district requires 10-foot minimum sidewalk widths, and the underlying base zone requires 5-foot minimum sidewalk widths, the overlay zone or district's 10-foot minimum would prevail.

This proposed change to the text of the Comprehensive Plan and attendant work plan item request are being presented as a single Comprehensive Plan amendment application because they both concern a single topic (transit-supported development) and geographic area (the CCL route).

Please see the attached documents, namely: (1) pre-application answers, (2) threshold review application answers, (3) proposed amendment text, and (4) a completed SEPA checklist for your review. If you have any questions or need further information, please reach out to City Council Policy Advisor Brian McClatchey.

Sincerely,

Ben Stuckart
President, Spokane City Council

Encl. (4)



Transit-Supported Development

Proposed Comprehensive Plan Text Amendment

PROPOSED AMENDMENT TEXT

The following text would be added, verbatim, to Chapter 3, Land Use, Shaping Spokane—the 2017 Comprehensive Plan Update. New text is shown underlined. The existing goal LU 4 is shown for reference.

LU 4 TRANSPORTATION

Goal: Promote a network of safe and cost effective transportation alternatives, including transit, carpooling, bicycling, pedestrian-oriented environments, and more efficient use of the automobile, to recognize the relationship between land use and transportation.

...

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit corridors and other transit corridors with service of at least every 15 minutes during weekdays.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.



Comprehensive Plan or Land Use Code Amendment

Pre-Application

Rev.20180102

DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es))

- | | |
|--|--|
| <input checked="" type="checkbox"/> Comprehensive Plan Text Change | <input type="checkbox"/> Land Use Designation Change |
| <input type="checkbox"/> Regulatory Code Text Change | <input type="checkbox"/> Area-Wide Rezone |

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals):*

- a. Summarize the general nature of the proposed amendment.
- b. Why do you feel this change is needed?
- c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?
- d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal?
- e. For map amendments:
 1. What is the current Land Use designation and zoning for each affected parcel?
 2. What is the requested Land Use designation and zoning for each affected parcel?
 3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.
- f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal?
- g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?
- h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------
- i. If yes, please answer the following questions:
 1. When was the amendment proposal submitted?
 2. Was it submitted as a consistent amendment or an inconsistent amendment?
 3. What were the Plan Commission recommendation and City Council decision at that time?
 4. Describe any ways that this amendment proposal varies from the previously considered version.



Transit-Supported Development

Proposed Comprehensive Plan Text Amendment

PRE-APPLICATION FORM ANSWERS

- 1.a. The proposed amendment would insert a new policy into Chapter 4, Transportation of Shaping Spokane, the 2017 update to the Comprehensive Plan. This proposed policy and its attendant discussion text call for the City to encourage transit-supported development adjacent to high-performance transit routes.
- 1.b. This proposed amendment was identified in the Central City Line Strategic Overlay Plan (“the Overlay Plan”), adopted by City Council resolution in September 2016. The Overlay Plan identified certain implementation steps for accommodation of the Central City Line, including a new Comprehensive Plan policy such as this one.
- 1.c. The proposed amendment supports and augments several existing policies in the Comprehensive Plan, including policy LU 4.1 (Land Use and Transportation), Goal TR-C (accommodate access to daily needs and priority destinations), goal TR-G (maximize public benefits of transportation), and policy TR-19 (plan collaboratively). An efficient and comprehensive transit system is envisioned and supported by the existing Comprehensive Plan. This proposed policy would augment those goals and policies with specific language related to the soon-to-be-implemented Central City Line and the remaining high-performance transit routes STA proposes to install in the city in the near future.
- 1.d. The only change envisioned by this application is a new policy in Chapter 3, Land Use. Proposed as policy LU 4.6, the following language is proposed:

Policy LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit corridors and other transit corridors with service of at least every 15 minutes during weekdays.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

- 1.e. This question does not apply to text amendments.
- 1.f. This proposal relates directly to the Overlay Plan described above as well as the Spokane Transit Authority (“STA”) Moving Forward Plan. Furthermore, the inclusion of a specialized transit service through downtown Spokane, connecting to adjacent neighborhoods, is described in Fast Forward Spokane, the 2018 Update to the Downtown Plan.

- 1.g. This proposal, as described in the Overlay Plan, is one of a series of proposals that will accommodate and encourage the use of high-performance transit in the City of Spokane. This proposal is most appropriate at the Comprehensive Plan level as it is necessary to provide policy direction and intent for the later steps. Furthermore, the proposal concerns the City as a whole rather than a single project or property. As such, the most appropriate venue for this change is at the Comprehensive Plan level.
- 1.h. No. This is the first time this proposal has been made.
- 1.i. This question does not apply to this proposal.



Unified Development Code Amendments

Threshold Review

Pre-application:

The first step in applying for an amendment to the Unified Development Code which is initiated by persons or entities other than the city, is to submit a threshold review application. Prior to submitting this application, a private applicant is required to schedule a no-fee pre-application conference with staff. Applications are accepted through October 31 each year, during business hours. Applicants are strongly encouraged to make an appointment with Planning Department staff prior to submitting an application.

Description of the Proposed Amendment:

- In the case of a proposed text amendment, please describe the proposed amendment and provide suggested amendment language.

In addition to describing the proposal, please describe how your applications satisfies the threshold review criteria in SMC 17G.025.010, which are restated below. You may need to use a separate piece of paper.

1. Describe how the proposed amendment is appropriately addressed as a Unified Development Code Amendment.
2. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.
3. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.
4. Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.
5. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.
6. If this change is directed by state law or a decision of a court or administrative agency, please describe.



Transit-Supported Development

Proposed Comprehensive Plan Text Amendment

THRESHOLD REVIEW APPLICATION ANSWERS

1. This proposal, as described in the Overlay Plan, is one of a series of proposals that will accommodate and encourage the use of high-performance transit in the City of Spokane. This proposal is most appropriate at the Comprehensive Plan level as it is necessary to provide policy direction and intent for the later steps. Furthermore, the proposal concerns the City as a whole rather than a single project or property. As such, the most appropriate venue for this change is at the Comprehensive Plan level.
2. The proposed amendment would provide policy direction and support for later work program items such as the eventual adoption of a high-performance transit overlay and development regulations as envisioned by the Central City Line Strategic Overlay Plan (the "Overlay Plan").
3. The proposed amendment is a single text amendment, previously discussed and vetted during the preparation and eventual adoption by resolution of the Overlay Plan.
4. This threshold criteria does not apply to text amendments.
5. The proposal would add language that augments and enhances language already in the Comprehensive Plan as well as the Countywide Planning Policies, as follows:
 - **Supporting Comprehensive Plan Goals and Policies:**
 - Goal LU 4 – Transportation
 - Policy LU 4.1 – Land Use and Transportation
 - Goal TR-C – Access to Daily Needs and Destinations
 - Goal TR-G – Maximize Public Benefits
 - Policy TR-19 – Plan Collaboratively
 - **Supporting Countywide Planning Policies:**
 - Policy Topic 1 – Urban Growth Areas
 - Urban Policy 9 – High-Capacity Transportation Corridors
 - Policy Topic 5 – Transportation
 - Transportation Policy 11 – Support for Public Transportation
6. The proposed amendment has not been presented to the threshold review process previously.
7. The proposed amendment is not related to a change in state law, nor is it the result of a court or administrative agency decision.

**State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST**File No. Z18-958COMP**PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!****Purpose of Checklist:**

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project: Transit-supported development text amendment
2. Applicant: Council President, Ben Stuckart
3. Address: Spokane City Council, 808 W Spokane Falls Blvd.
City/State/Zip: Spokane, WA 99201 Phone: 509-625-6258
Agent or Primary Contact: Same
Address: _____
City/State/Zip: _____ Phone: _____
Location of Project: Citywide (Text Amendment)
Address: _____
Section: _____ Quarter: _____ Township: _____ Range: _____
Tax Parcel Number(s) All parcels within City Limits
4. Date checklist prepared: October 31, 2018
5. Agency requesting checklist: Neighborhood and Planning Services Department
6. Proposed timing or schedule (including phasing, if applicable): To be considered in the 2018-2019 Comprehensive Plan Amendment cycle.

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. STA Central City Line

b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. _____
N/A, non-project text amendment.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. Unknown.
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10. List any government approvals or permits that will be needed for your proposal, if known. Comprehensive Plan amendment docketing process approval; Plan Commission recommendation; City Council adoption.
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11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. The proposal would amend the Comprehensive Plan to include one new land use policy to encourage and support transit-supported development. This proposal is intended to amend the City's land use policies in advance of the construction of the Central City Line and to give sufficient time for developers and neighbors to understand the impacts of the Central City Line and the new development options along the route.
12. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. This proposal would have effects city-wide, as high-performance transit routes are established and implemented. For further information, see the STA website at <http://stamovingforward.com/plan/projects/hpt-service-central-city-line>
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-
13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) Yes.
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-
-

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities). None.

- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored? None.

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems. N/A. Non-project text amendment.

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater? None.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)? _____

N/A. Non-project text amendment.

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts. _____

N/A. Non-project text amendment.

B. ENVIRONMENTAL ELEMENTS**1. Earth**

a. General description of the site (check one):

☐ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other: All types. Proposal concerns all parts of the City.

b. What is the steepest slope on the site (approximate percent slope)? _____

Unknown.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. _____

Unknown.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. _____

Unknown.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill: _____
Various. Proposal concerns entire city.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. _____
N/A, non-project text amendment.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)? _____
N/A, non-project text amendment.

- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: _____
N/A, non-project text amendment.

2. Air

- a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. N/A, non-project text amendment.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. N/A, non-project text amendment.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: _____
N/A, non-project text amendment.

3. Water

a. SURFACE WATER:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. _____

N/A, non-project text amendment.

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. _____
None--the proposal amends the text of the
Comprehensive Plan only.

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. _____
N/A, non-project text amendment.

- (4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known. _____
N/A, non-project text amendment.

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. _____

N/A, non-project text amendment.

(6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. _____

N/A, non-project text amendment.

b. GROUNDWATER:

(1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. N/A, non-project text amendment.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. None.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. N/A, non-project text amendment.

- (2) Could waste materials enter ground or surface waters? If so, generally describe. N/A, non-project text amendment.

- (3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. N/A, non-project text amendment.

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage patter impacts, if any. None.

4. Plants

- a. Check the type of vegetation found on the site: All types. Proposal concerns all parts of the City.

Deciduous tree: ☐ alder ☐ maple ☐ aspen

Other: _____

Evergreen tree: ☐ fir ☐ cedar ☐ pine

Other: _____

☐ Shrubs ☐ Grass ☐ Pasture ☐ Crop or grain

☐ Orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other: _____

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other: _____

Other types of vegetation: _____

- b. What kind and amount of vegetation will be removed or altered? _____

None.

- c. List threatened and endangered species known to be on or near the site. _____

None/Unknown.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: N/A, non-project text amendment.

- e. List all noxious weeds and invasive species known to be on or near the site. _____
Unknown. _____

5. Animals

- a. Check and List any birds and other animals which have been observed on or near the site or are known to be on or near the site: Unknown. Proposal concerns all parts of the city.

Birds: ☐ hawk ☐ heron ☐ eagle ☐ songbirds

Other: _____

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other: _____

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other: _____

Other (not listed in above categories): _____

- b. List any threatened or endangered animal species known to be on or near the site.

Unknown. _____

- c. Is the site part of a migration route? If so, explain. Unknown. _____

- d. Proposed measures to preserve or enhance wildlife, if any: _____

N/A, non-project text amendment. _____

- e. List any invasive animal species known to be on or near the site. _____
Unknown. _____

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
N/A, non-project text amendment. _____

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. _____
N/A, non-project text amendment. _____

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: _____
N/A, non-project text amendment. _____

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. _____
N/A, non-project text amendment. _____

(1) Describe any known or possible contamination at the site from present or past uses. _____

N/A, non-project text amendment.

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. _____ None known.

(3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. _____ N/A, non-project text amendment.

(4) Describe special emergency services that might be required. _____ None.

(5) Proposed measures to reduce or control environmental health hazards, if any: _____ None.

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? N/A, non-project text amendment.

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. N/A, non-project text amendment.

- (3) Proposed measure to reduce or control noise impacts, if any: None.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. _____

As this proposal would be implemented city-wide, the proposal concerns all possible land uses.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? _____

Portions of the City have been used or are used for agriculture. The proposed amendment would not change any existing protections for those uses.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: No.

- c. Describe any structures on the site. The proposal has no "site" as it concerns a text amendment.

- d. Will any structures be demolished? If so, which? No.

- e. What is the current zoning classification of the site? _____

As this proposal would be impelmented city-wide, the proposal concerns all possible zoning classifications.

- f. What is the current comprehensive plan designation of the site? _____

As this proposal would be impelmented city-wide, the proposal concerns all possible designations.

- g. If applicable, what is the current shoreline master program designation of the site? _____

As this proposal would be impelmented city-wide, the proposal concerns all possibl shoreline designations.

- h. Has any part of the site been classified as a critical area by the city or the county? If so, specify. ____
As this proposal would be impelmented city-wide, the proposal concerns all critical areas within the city. However,
the proposal would not modify any existing protections for such areas

- i. Approximately how many people would reside or work in the completed project? _____
Unknown.

- j. Approximately how many people would the completed project displace? _____
None.

- k. Proposed measures to avoid or reduce displacement impacts, if any: _____
None.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: None.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: _____
None.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. None.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. None.

- c. Proposed measures to reduce or control housing impacts, if any: _____
N/A, non-project text amendment.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? N/A, non-project text amendment.

- b. What views in the immediate vicinity would be altered or obstructed? N/A, non-project text amendment.

- c. Proposed measures to reduce or control aesthetic impacts, if any: N/A, non-project text amendment.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? ____
N/A, non-project text amendment.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? ____
No.

- c. What existing off-site sources of light or glare may affect your proposal? ____
N/A, non-project text amendment.

- d. Proposed measures to reduce or control light and glare impacts, if any: ____
N/A, non-project text amendment.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? ____
Various. Proposal concerns entire city.

- b. Would the proposed project displace any existing recreational uses? If so, describe. ____
No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A, non-project text amendment.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. Unknown/various.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. Unknown.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. N/A, non-project text amendment.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required None.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. _____

The proposed amendment would concern any City street designated as a high-performance transit route.

- b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop _____

Yes. Spokane Transit Authority serves the entire City.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? _____

None.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). No.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? N/A, non-project text amendment.
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(Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).)

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe. No.
-
-
-

- h. Proposed measures to reduce or control transportation impacts, if any: None.
-
-
-

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. N/A, non-project text amendment.
-
-
-

- b. Proposed measures to reduce or control direct impacts on public services, if any: N/A, non-project text amendment.
-
-
-

16. Utilities

a. Check utilities currently available at the site:

- ☒ electricity
- ☒ natural gas
- ☒ water
- ☒ refuse service
- ☒ telephone
- ☒ sanitary sewer
- ☐ septic system

Other: _____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed: _____

None.

Evaluation for
Agency Use Only**C. SIGNATURE**

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 1/7/19 Signature: Ben Stuckart

Please Print or Type:

Proponent: Ben Stuckart Address: 808 W Spokane Falls Blvd

Phone: 509-625-6258 Spokane, WA 99201

Person completing form (if different from proponent): Brian McClatchey

Phone: 509-625-6210 Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? The proposed amendment could result in more dense development along high-performance transit routes. This increased density could have the potential to increase these types of emissions/etc. as would any new development.

Proposed measures to avoid or reduce such increases are: Any such increases would be analyzed on a project-by-project basis as individual building permit applications are submitted to the City for approval.

2. How would the proposal be likely to affect plants, animals, fish or marine life? As densification and redevelopment as a result of this proposal occurs in established, developed parts of the City, the impact to plans, animals, fish, or marine life would be minimal.

Proposed measures to protect or conserve plants, animals, fish or marine life are: None.

3. How would the proposal be likely to deplete energy or natural resources? See the answer to question 1 above.

Proposed measures to protect or conserve energy and natural resources are: See the answer to question 1 above.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands? The proposal would not directly affect these locations as it concerns a text amendment. However, if development occurs as a result of the proposed policy, each development project could have incremental effects on these areas.

Proposed measures to protect such resources or to avoid or reduce impacts are: _____
Any potential effects will be analyzed by the City on a project-by-project basis as building permit applications are submitted.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? Similar to answer 4 above, incremental effects on shorelines might occur as a result of development following adoption of the proposed policy.

Proposed measures to avoid or reduce shoreline and land use impacts are: _____
Any such development would be subject to the City's existing protections and limitations on land uses in the shoreline areas.

6. How would the proposal be likely to increase demands on transportation or public services and utilities? The proposed policy concerns development in the vicinity of transit, specifically designed to foster greater use and demand for those transit uses and the attendant benefits resulting from it, such as less vehicle travel, pollution, etc.

Proposed measures to reduce or respond to such demand(s) are: _____
None.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment. The proposal would not conflict with any local, state, or federal law or policy.

Evaluation for
Agency Use Only

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 1/7/19 Signature: Ben Stuckart

Please Print or Type:

Proponent: Ben Stuckart Address: 808 W Spokane Falls Blvd
Phone: 509-625-6258 Spokane, WA 99201
Person completing form (if different from proponent): Brian McClatchey
Phone: 509-625-6210 Address: Same

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

NONPROJECT DETERMINATION OF NONSIGNIFICANCE**FILE NO(S):** Z18-958COMP**PROPONENT:** City of Spokane

DESCRIPTION OF PROPOSAL: This application, sponsored by Council President Stuckart and initiated by the Spokane City Council, proposes a new policy, LU 4.6, Transit-Supported Development, in Chapter 3, Land Use, of the Comprehensive Plan. The new policy would call for the City to encourage transit-supported development within the vicinity of high-performance transit (HPT) stops in the City of Spokane.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:

The proposed policy would be enforced city-wide within the general vicinity of high-performance transit stops in the City of Spokane.

Legal Description: n/a

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- ☐ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- ☒ This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

Responsible Official: Heather Trautman**Position/Title:** Director, Planning Services **Phone:** (509) 625-6300**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201**Date Issued:** August 27, 2019 **Signat** 

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

MEMORANDUM



DEVELOPMENT SERVICES CENTER

DATE: April 30, 2019

TO: Kevin Freibott, Assistant Planner

FROM: *Eub*
Eldon Brown, P.E., Principal Engineer – Development Services Center

File No: Z18-958COMP

SUBJECT: Comprehensive Plan Text Amendment – Policy LU 4.6 Transit-Supported Development

APPLICANT: Ben Stuckart, President, Spokane City Council

Comp Plan Amendment Comments

1. Conflicts with city utilities (sewer, water, stormwater) cannot be foreseen at this time by the proposed Comprehensive Plan Text Amendment for Transit-Supported Development. Future development will require a review of existing public utilities and infrastructure before concurrency for new development is reached.
2. New driveway and business delivery/loading locations may be affected by the overlay zone.
3. Existing ADA accessibility must be protected and new ADA accessibility should be encouraged in the overlay zone.
4. Existing planting strips between the sidewalk and curb, outside of the loading zones, should be maintained and improved to reduce stormwater runoff from sidewalks to the street and to provide a better streetscape.
5. Minimum clear pedestrian paths must be maintained.

cc: Development Services File
Kris Becker, P.E., Manager, Development Services
Mike Nilsson, P.E., Senior Engineer, Development Services
Patty Kells, Traffic Engineering Assistant, Development Services

From: [Carol Tomsic](#)
To: [Black, Tirrell](#); [Gwinn, Nathan](#); [Freibott, Kevin](#)
Cc: [DOUGLAS & MARILYN LLOYD](#); [Sally Phillips](#); [Wittstruck, Melissa](#); [Beggs, Breean](#); [Kinnear, Lori](#); [Stuckart, Ben](#); [Greg Francis](#)
Subject: Comment on 2018/2019 Comprehensive Plan Updates
Date: Wednesday, July 24, 2019 10:02:50 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Transit Supported Development - Text Amendment

The Lincoln Heights Neighborhood will be affected by the text amendment. The Monroe/Regal High Performance Transit will connect the South Hill with North Spokane. Our neighborhood will benefit from the proposed mixed-use, transit supported development. The Lincoln Heights Neighborhood District plan supports a pedestrian friendly and walkable economically vibrant neighborhood. Encouraging transit ridership will positively affect pedestrian safety on the traffic-congested 29th Ave.

I support the text amendment and discussion; "mixed use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors." However, the benefits of the proposed text amendment is contrary to the existing Corridor and District Center Type 2 zoning which sadly allows auto-oriented businesses such as drive thru-coffee shops, tire shops and retail auto parts stores on the auto-congested intersection of Regal/29th. I would like an additional text added stating any inappropriate "transit-supported development" adversely affecting a neighborhood and not supported by neighborhood councils be addressed and favorably rectified.

General Commercial Uses Comprehensive Plan Update

I agree that it's necessary to add clarification against establishing new General Commercial areas outside of centers and establish limited exceptions. I'd like to see a text addition that supports a neighborhood council's objection to any development that is contrary their district plans.

Thank you

Carol Tomsic
resident

Exhibit 8 – Related Comprehensive Plan Goals and Policies**GOAL LU 3 EFFICIENT LAND USE**

Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

Policy LU 3.1 Coordinated and Efficient Land Use

Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.

Discussion: Future growth should be directed to locations where adequate services and facilities are available. Otherwise, services and facilities should be extended or upgraded only when it is economically feasible to do so.

The Centers and Corridors designated on the Land Use Plan Map are the areas of the city where incentives and other tools should be used to encourage infill development, redevelopment and new development. Examples of incentives the city could use include assuring public participation, using public facilities and lower development fees to attract investment, assisting with project financing, zoning for mixed-use and higher density development, encouraging rehabilitation, providing in-kind assistance, streamlining the permit process, providing public services, and addressing toxic contamination, among other things.

GOAL LU 4 TRANSPORTATION

Promote a network of safe and cost effective transportation alternatives, including transit, carpooling, bicycling, pedestrian-oriented environments, and more efficient use of the automobile, to recognize the relationship between land use and transportation.

Policy LU 4.1 Land Use and Transportation

Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution.

Discussion: The GMA recognizes the relationship between land use and transportation. It requires a transportation element that implements, and is consistent with, the land use element. The transportation element must forecast future traffic and provide information on the location, timing, and capacity needs of future growth. It must also identify funding to meet the identified needs. If probable funding falls short of needs, the GMA requires the land use element to be reassessed to ensure that needs are met.

TR GOAL C: ACCOMMODATE ACCESS TO DAILY NEEDS AND PRIORITY DESTINATIONS

Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life.

INTENT

Land use type, mix, intensity, and distribution - as a result of on-going development of the city - greatly influences travel choices and decisions on connectivity, placement and investments of transportation facilities. Harmonize the key relationship between the places where people live, work, learn, access essential services, play, and shop and their need to have access to these places. Transportation investments should help drive economic development, energize activity centers, provide greater food security for residents, and produce quality places/neighborhoods/communities that retain value through time. Creating prosperous and walkable neighborhoods that offer opportunities for people to meet and connect means thinking of streets as people places as much as vehicle spaces.

Spokane recognizes that transportation needs and travel choices may change over time as new alternatives become available. Other modes become viable when land uses are planned in a way that connects to multiple travel options and the distance between daily needs are closer. Coordinating appropriate transportation options and land uses is important. Transportation facilities should be maintained and improved in a manner that equitably serves Spokane.

TR GOAL G: MAXIMIZE PUBLIC BENEFITS AND FISCAL RESPONSIBILITY WITH INTEGRATION

Design and maintain a fiscally efficient, environmentally responsible, and socially equitable transportation system that serves its users through coordinated planning and budgeting with other partners and utilities.

INTENT

The City of Spokane recognizes that transportation has a major effect on the environment and that environmental and fiscal stewardship must be a central focus in establishing and maintaining a transportation system that serves both today's users and future generations.

The 2014 Street Levy identified several key elements:

- Street repair needs are perpetual and ongoing investment is critical to maintain our system.
- The City will prioritize projects using an integrated approach that considers all needs in the right of way.
- The City will use a pay-as-you-go approach in maintaining streets.

"The City will focus these dollars on improvements on arterials, including both complete rehabilitation of streets and maintenance work, and will use an integrated approach that incorporates all uses of the right of way to leverage dollars and gain greater community benefits."

The intent is to upgrade the arterial roadway system to an average of "good" condition and maintain them there throughout the 20 years. Work would include everything from major reconstruction to sealing cracks. Other dollars, including those generated through

the vehicle license tab fee, would be dedicated to repairs on residential and other non-arterial streets, and pedestrian improvements.

Spokane will emphasize investments for context-sensitive roadway projects – maintenance, preservation, right-sizing - equitably across the city by seeking funding from a variety of sources and pursuing opportunities for system maintenance revenue for arterials, residential streets, and sidewalks. In addition, the city will remain good stewards of the transportation system by seeking out ways to use cost saving strategies and efficiencies for the best use of the available funds.

Policy TR 19 Plan Collaboratively

Work with partner agencies to achieve a regional transportation plan that meets the goals and requirements of the Growth Management Act (GMA) but also reflects the visions and values of the City of Spokane.

Key Actions

- a. Coordinate with SRTC and neighboring jurisdictions on transportation planning, projects and policies to ensure efficient, multi-modal transportation of people and goods between communities regionally.
- b. Coordinate the setting and maintaining of transportation level of service standards with other agencies and private providers of transportation to ensure coordination and consistency when possible.
- c. Coordinate with WSDOT in areas where Highways of Statewide Significance (HSS) intersect/impact the local roadway network.
- d. Use the adopted Countywide Planning Policies (CWPP) as additional guidance for transportation planning.
- e. Protect the operations of Fairchild Air Force Base, Spokane International Airport and Felts Field with compatible land use regulations and ensure planning is coordinated and consistent with the airfields' respective Master Plans.
- f. Share information between transportation entities on a regular basis and during appropriate phases of projects and comprehensive plan updates and amendments.
- g. Coordinate with Spokane Transit Authority to ensure and support an efficient transit system.

ORDINANCE NO. C35841

AN ORDINANCE RELATING TO APPLICATION Z18-958COMP, AMENDING CHAPTER 3 OF THE CITY'S COMPREHENSIVE PLAN TO INCLUDE A NEW POLICY ENCOURAGING TRANSIT SUPPORTED DEVELOPMENT IN THE VICINITY OF HIGH-PERFORMANCE TRANSIT STOPS IN THE CITY OF SPOKANE.

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, the City of Spokane adopted Resolution 2016-0076 recognizing the Central City Line Strategic Overlay Plan as a guide for future policy development and potential regulatory implementation measures; and

WHEREAS, application Z18-958COMP seeks to add a new policy for Chapter 3, Land Use encouraging transit-supported development in the vicinity of high-performance transit stops, consistent with a recommendation by the Central City Line Strategic Overlay Plan; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held substantive workshops regarding the proposed Comprehensive Plan amendment on June 26 and July 24, 2019; and

WHEREAS, the Spokane Plan Commission modified the proposal at their July 24, 2019 workshop to clarify where development should be encouraged and the process which should be undertaken to do so; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance ("DNS") was issued on August 27, 2019 for the proposed text amendments.

The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the proposed amendments, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, the staff report for Application Z18-958COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 11, 2019 for Application Z18-958COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z18-958COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 7 to 0 to recommend approval of Application Z18-958COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z18-958COMP is approved.
2. Amendment of Chapter 3, Land Use, of the Comprehensive Plan. Chapter 3 is amended to include the following new policy under Land Use Goal 4, Transportation:

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures should be developed through a sub-area planning (or similar) process as each high-performance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

0

Date Rec'd

10/28/2019

Clerk's File #

ORD C35842

Renews #**Submitting Dept**

PLANNING

Cross Ref #**Contact Name/Phone**

KEVIN 625-6184

Project #**Contact E-Mail**

KFREIBOTT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

: 0650 – TEXT AMENDMENT – GENERAL COMMERCIAL USES POLICY

Agenda Wording

An Ordinance relating to application Z19-002COPM amending policy LU 1.8, General Commercial Uses, in Chapter 3, Land Use, of the Comprehensive Plan. This proposal is city-sponsored.

Summary (Background)

This proposal would amend policy LU 1.8 to clarify the establishment of new General Commercial uses in the City and modifying conditions under which those uses can be placed outside of Centers or Corridors. This proposal is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Council Notifications****Dept Head**

TRAUTMAN, HEATHER

Study Session

10/10/2019

Division Director

DUVALL, MEGAN

Other**Finance**

ORLOB, KIMBERLY

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Plan Commission held a Public Hearing on September 11, 2019 to consider this amendment and has recommended approval of the amendment.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

**STAFF REPORT ON COMPREHENSIVE PLAN
TEXT AMENDMENT APPLICATION
POLICY LU 1.8 GENERAL COMMERCIAL USES; File Z19-002COMP**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

This application, sponsored by Council Member Candace Mumm and initiated by the Spokane City Council, proposes to amend the text of Policy LU 1.8 General Commercial Uses in Chapter 3, Land Use, of the Comprehensive Plan. The proposal attempts to clarify the Comprehensive Plan's focused growth strategy as it relates to directing new commercial growth to Centers and Corridors.

II. GENERAL INFORMATION

Agent/Applicant:	Council Member Candace Mumm, on behalf of the Spokane City Council
Location of Proposal:	Various locations near existing General Commercial Land Use Plan Map Designations within the city of Spokane
Land Use Plan Designation:	This proposed amendment applies to property that is currently or may in the future be designated as "General Commercial" on the Land Use Plan Map
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was issued on August 27, 2019. The appeal deadline is 5 p.m. on September 10, 2019.
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 11, 2019
Staff Contact:	Kevin Freibott, Planner II, kfreibott@spokanecity.org
Recommendation:	Approve

III. BACKGROUND INFORMATION

- A. Site Description:** No locations would be directly affected by this proposal, but future Land Use Plan Map changes particularly outside designated Centers and Corridors will be guided by the proposed changes to the text of Policy LU 1.8 General Commercial Uses. The City of Spokane currently encompasses approximately 2,450 parcels with a land-use designation of General Commercial. These parcels cover an area of approximately 1,625 acres. A breakdown of past amendments to General Commercial zones is attached in Exhibit 1.
- B. Proposal Description:** Pursuant to the procedures provided in [chapter 17G.060](#) Spokane Municipal Code, "Comprehensive Plan Amendment Procedure," the

City Council has proposed a text amendment to Comprehensive Plan Chapter 3, Land Use. The change would amend text guiding the designation of appropriate areas for General Commercial in Policy LU 1.8, General Commercial Uses, and the supporting discussion text. The proposal does not include any specific plans for development or improvement to any property. Area specific amendments to the Land Use Plan Map to the General Commercial designation in the future would be subject to all relevant provisions of SMC 17G.020, Comprehensive Plan Amendments.

C. Existing and Proposed Text: See Exhibit 2 for the full text of the proposed amended policy. Note that there were previously two drafts of the proposed text considered by the Plan Commission, but they approved a motion at their meeting on July 10, 2019 to put forward the text in Exhibit 2 for final consideration.

D. Land Use History: General Commercial as a land use was originally established in the 2001 Comprehensive Plan. Since that time there have been ten private applications and five subarea planning or annexation actions that added land to the designated General Commercial area, highlighted in the map and lists in Exhibit 1. In addition, there is one private application pending in this year's cycle to add 0.12 acre at 15 E Walton Ave (File [Z18-882COMP](#)). Several other amendments in the past, not listed in Exhibit 1, changed General Commercial to either CC Core or Institutional.

E. Application Process:

- City Council established the Annual Comprehensive Plan Amendment Work Program for 2019 by resolution ([RES 2019-0011](#)) on February 25, 2019;
- Notice of Application was posted and published on May 28, 2019, which began a 60-day public comment period, ending on July 29, 2019;
- A SEPA Determination of Non Significance was issued on August 27, 2019;
- Notice of Public Hearing was posted and emailed by August 28, 2019;
- Notice of Public Hearing to be published on August 28 and September 4, 2019;
- Hearing date is scheduled with the Plan Commission for September 11, 2019.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as Exhibit 6. One agency/city department comment was received regarding this application:

- City of Spokane, Development Services

Notice of this proposal was also sent to the City's neighborhood councils. Notice was posted in the Downtown library branch, and published in the Spokesman Review. One comment was received from members of the public at large prior to the comment deadline, included in this report as Exhibit 7.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC [17G.020.010](#) provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. Amendments to the comprehensive plan must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section [17G.020.030](#) establishes the approval criteria for Comprehensive Plan amendments, including Land Use Plan Map amendments. In order to approve a Comprehensive Plan Land Use Plan Map amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing.

In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The proposed policy amendment does not include any direct changes to land use in the City, though future such amendments may be proposed in later amendment cycles in order to implement this policy. Any subsequent development of sites modified by future land use amendments enacted as a result of this policy would be subject to a concurrency determination pursuant to SMC [17D.010.020](#). As such, staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: As described in item “C” above, implementation of the concurrency requirement as well as applicable development regulations and transportation impact fees will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, and that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

- 1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks***

plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of any site tied to this application. The proposal does not result in any non-conforming uses or development. Staff finds no reason to indicate that the proposed policy would conflict with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional demand for infrastructure or capital expenditures by the City would be directly created by this non-project action. Future actions would be subject to additional review and analysis at the time they are proposed. As such, it is not expected that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The proposed policy would not directly result in any development projects or changes to infrastructure or other physical features typically addressed by Neighborhood Plans. Future changes to land use and/or development regulations enacted as a result of this policy would be subject to a review and consideration of neighborhood plans on a case-by-case basis as those changes are considered as part of the sub-area planning process and exceptions adjacent to existing areas described by the policy.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan and contained in Exhibit 8 of this report. Further discussion of Comprehensive Plan Policy LU 1.8 General Commercial Uses is included under the staff analysis of Criterion K.2 below.

- 2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

Staff Analysis: The proposed modifications to policy LU 1.8 serve to strengthen and clarify the existing Comprehensive Plan strategy for concentration of density and commercial development within Centers and Corridors within the City. As such, the proposed modifications are consistent with the Comprehensive Plan and no change to other parts of the Comprehensive Plan are required to ensure this criteria is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed amendment is consistent with the various requirements for land use planning in the CWPPs, including the need for establishing efficient land use, providing certainty to capital facilities, and allowing timely extension of services and utilities for new development. Furthermore, no comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent. Therefore, the proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: The City is concurrently reviewing this application and four other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle. The three map amendment proposals are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Both proposed text amendments are citywide in nature and significantly larger in the amount of property potentially impacted than the subject application, though their impacts are less direct. However, the proposed text amendments could not affect the map amendments as they would only apply to future land use amendments, not those currently under consideration. As such, the applications would not affect each other in any cumulative fashion and the proposals meet this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 27, 2019. The proposal meets this criterion.

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: While the proposal would not modify any land uses immediately, it is conceivable that minor future land use modifications may result from this policy. Any development that occurs following those changes will be subject to a concurrency determination pursuant to [SMC 17D.010.020](#), which will establish whether sufficient services are available to serve that development. Therefore, staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The application does not propose an amendment to the urban growth area boundary. As such, this criterion does not apply.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. [...]

Staff Analysis: The proposal clarifies the Comprehensive Plan's focused growth strategy around directing new commercial growth to Centers and Corridors by providing improved guidance so the community's original visions and values, as reflected in the Comprehensive Plan, can better be achieved. Chapter 3 Land Use, Section 3.2, Vision and Values, restates the original text adopted by the City in 1996 that formed the basis of the Land Use goals. The proposed amendments to LU 1.8 will help better achieve the Vision of "...land uses that fit, support, and enhance Spokane's neighborhoods..." by providing improved guidance in considering future proposals to amend General Commercial designations. The proposal eliminates specific distances and traffic volumes, and instead includes location-specific considerations, such as accommodating necessary expansions for neighborhood businesses and avoiding incompatibility with established neighborhoods. These amendments would assist the adopted Values of "maintaining ... opportunities for shopping, services, and employment" while "protecting the character of single-family neighborhoods."

In 2003 under ORD C33287, the City approved a private annual amendment application that changed the text of Policy LU 1.8 and changed the Land Use Plan Map at the northeast corner of Nevada and Lyons Ave from Office to General Commercial, amounting to 2.6 acres. That amendment added the exception relating to locations adjacent to a "...principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day ... but in no event should it extend further than 500' or have an area greater than 3 acres."

The existing text therefore reflects a change driven by a specific proposal. The current proposal would eliminate the reference to 2003 traffic volumes and dimensions that were specific to that site. As such, the current proposal attempts to bring Policy LU 1.8 back into its original focus.

The proposed language is consistent with the goal under which it is located (Land Use Goal 1), and if adopted would not substantially alter the Comprehensive Plan's policy of containing general commercial areas within their current boundaries in order to support growth and development of the Centers and Corridors already included in the Comprehensive Plan. As such, the proposal meets this criterion.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);***

Staff Analysis: The proposal does not involve a change to the land use plan or zoning maps. Consequently, this section does not apply.

- b. The map amendment or site is suitable for the proposed designation;***

Staff Analysis: As discussed above, the proposal does not include a map amendment and this section does not apply.

- c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.***

Staff Analysis: As discussed above, the proposal does not include a map amendment and this section does not apply.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: As this proposal does not include a map amendment, this criterion does not apply. Future map amendments would be subject to this criterion at the time of their consideration by the City.

VII. CONCLUSION:

Based on the facts and findings presented herein, staff concludes that the requested amendment to the text of the City's Comprehensive Plan satisfies the applicable criteria for approval as set forth in SMC Section [17G.020.030](#).

VIII. STAFF RECOMMENDATION:

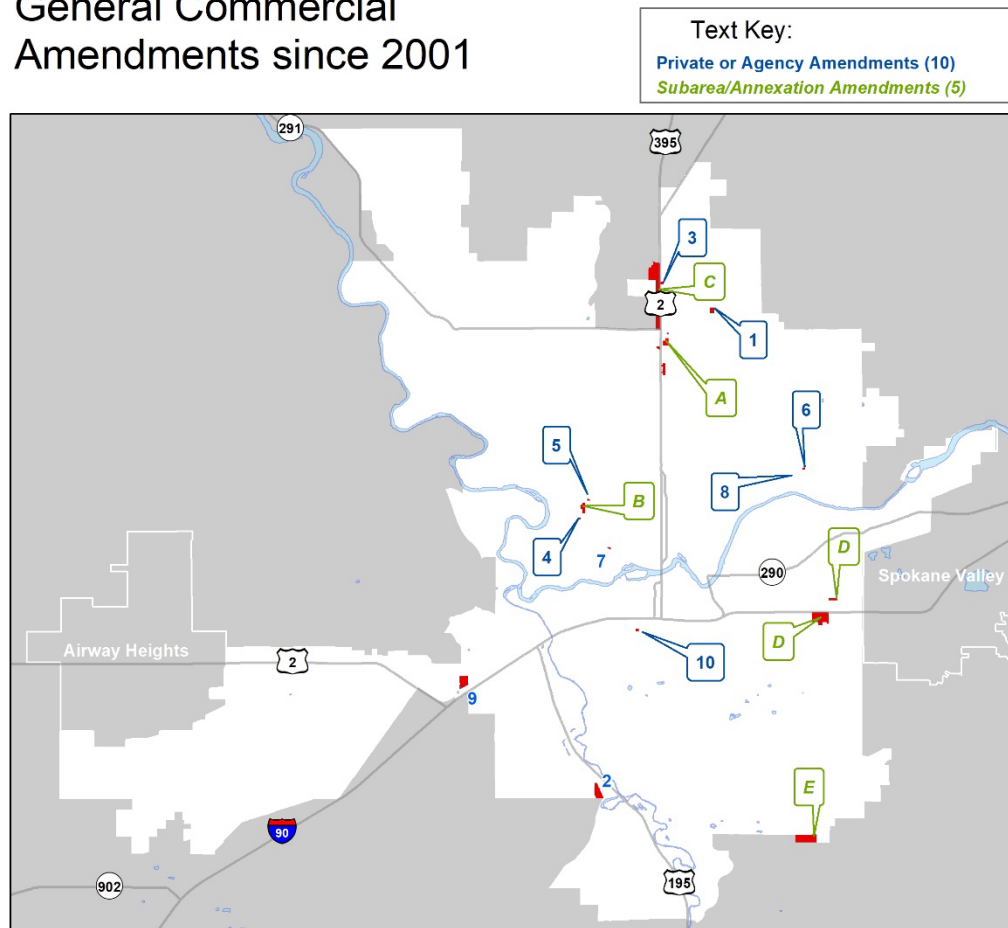
Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020,

Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the text of Chapter 3, Land Use, of the City's Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommends approval of the requested amendment to the text of Chapter 3 of the City's Comprehensive Plan for the subject text amendment in Exhibit 2.

IX. LIST OF EXHIBITS

1. Description of General Commercial Land Use Plan Map Designations
2. Proposed Policy Text
3. Application Materials
4. SEPA Checklist
5. SEPA Determination of Non-Significance
6. Agency Comment
7. Public Comment
8. Applicable Comprehensive Plan Policies

EXHIBIT 1 LAND USE CHANGE HISTORY TO GENERAL COMMERCIAL**General Commercial
Amendments since 2001****Private or agency applications to add General Commercial approved since 2001:**

Map Key	Ordinance Number	Year	Acres	Nature of Amendment
1	C33287	2003	2.60	Land Use plan map change re 2.61 acres @ NE corner of Nevada & Lyons, from "Office" to "General Commercial."
2	C33587	2005	12.23	Land use map change lots at 4200 S. Cheney-Spokane Road from "Residential 4-10" to "General Commercial". Zoning will be B2-L.
3	C33588	2005	0.77	Land use map change for one parcel at 7404 N. Division from "Office" to "General Commercial". Zoning will be C1-1L.
4	C33589	2005	0.28	Land use map change for one parcel at 1809 N. Ash from "R15-30" to "General Commercial". Zoning will be B2-1L.
5	C34262	2008	0.68	Application Z2006-084-LU amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" to "Commercial" for two parcels located at 1505 West Northwest Boulevard. Wollenberg/Penlube.

Map Key	Ordinance Number	Year	Acres	Nature of Amendment
6	C34495	2009	0.81	Z2007-064LU: Change from R4-10 & Commercial on one parcel located at 3024 E. Fairview Ave. to Commercial – rezoned from “RSF” and “GC-70” to “GC-70” for entire parcel.
7	C34930	2012	0.73	Application Z1100056COMP: Spokane Transit Authority two parcels from R10-20 to Institutional and one parcel from R10-20 to GC
8	C35307	2015	0.17	Application Z1400062COMP: R4-10 to GC located at 2829 N. Market.
9	C35689	2017	13.03	Application Z17-627COMP U-Haul: Office to GC
10	C35690	2017	1.05	Application Z17-621COMP Clanton Family: Office to GC
Total:			32.35	Source: City of Spokane GIS

Subarea planning actions and annexations to add General Commercial since 2001:

Map Key	Ordinance Number	Year	Acres	Nature of Amendment
A	C33246	2003	>1.0	Land Use Plan Map amendment to include land use changes for the Holy Family Employment Center.
B	C33727	2005	5.36	Adoption of proposed changes in vicinity of Maxwell and Elm Employment Center located in West Central Neighborhood as recommended by the City Plan Commission following a neighborhood planning process.
C	C33884 (C33967, C34042)	2005	58.10	Park Place Annexation (Costco) – Land Use Plan amendments in northwest Spokane.
D	C33945	2007	29.07	Land Use Plan Map changes for East Central area.
E	C35359	2016	23.54	Spokane Housing Ventures (53rd Ave) annexation.
Total:			>116	Source: City of Spokane GIS

Exhibit 2–Proposed Amendments to Policy LU 1.8

The following changes are proposed to Policy LU 1.8. Changes are shown with new text underlined and omitted text in ~~strikethrough~~.

LU 1.8 General Commercial Uses

~~Contain~~ Direct new General Commercial ~~areas within the boundaries occupied by existing business designations and within the boundaries of designated uses to~~ Centers and Corridors designated on the Land Use Plan Map.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. New General Commercial areas should not be designated in locations outside Centers and Corridors. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

~~Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.~~

~~If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.~~

However, recognizing existing investments, and given deference to existing land-use patterns, exceptions to the containment policy may be allowed for limited expansions adjacent to existing General Commercial areas located outside Centers and Corridors. The factors to consider in such adjacent expansions include: maintaining the minimum depth from an arterial street necessary for the establishment or expansion of a general commercial neighborhood business; avoiding intrusion where

incompatible into established neighborhoods; and confining any such expansion within physical boundaries such as streets or alleys.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

BRIEFING PAPER
City of Spokane
City Council Ad Hoc Committee
Setting the 2019 Annual Comprehensive Plan Amendment Work
Program
January 2019

Subject

During deliberations on November 19, 2018, the City Council directed staff bring forth a proposal to amend Policy LU 1.8 General Commercial in the City's Comprehensive Plan, Land Use Chapter. This policy was significantly amended in 2003 (ORD C33287) to add references to specific situations and traffic count numbers and is at times unclear.

The policy needed interpretation by the Plan Commission in two instances in the 2017/2018 amendment review. Council Member Mumm is the sponsor of this proposed amendment. Staff recommend that if this item is added to the Comprehensive Plan Annual Amendment Work Program for 2019, the Plan Commission establish a process, potentially a working group, for the drafting the changes to the text of policy LU 1.8.

Background

In Chapter 3, Land Use, policies exist which describe the land use plan map categories. Under *Goal LU1 Citywide Land Use*, there are policies describing several commercial land use plan map designations, these include: General Commercial, Neighborhood Mini-Center, Neighborhood Retail, and Office. These policy descriptions provide guidance when a change to the Land Use Plan Map is contemplated.

Policy LU 1.8 General Commercial describes the General Commercial land use category and also states some instances in which this category can be expanded while recognizing that the City's adopted focused growth strategy encourages and should incentivize growth toward the centers. Similar policies exist for other commercial land use categories, such as "Office" or "Neighborhood Retail".

Historic, pre-Centers & Corridors adoption, land use patterns of commercial are recognized under the General Commercial Land Use category. The zoning categories of Community Business (CB) Zone and General Commercial (GC) zone are applied to this land use plan map category. Additionally, some Centers & Corridors (CC) zoning is applied over this land use category where "center's land use planning" has not occurred. When the City adopted the Centers & Corridors focused growth concept, new areas designated for commercial expansion were designated as "centers", not "general commercial".

Impact

This policy is important because it gives the Plan Commission and staff direction on when the Land Use Plan Map can be amended to the “General Commercial” Land Use Plan Map designation. Clarifying the policy will be useful when there is interest in pursuing a land use plan map change.

This policy is often called upon to allow adjustments to the land use plan map to areas with historic commercial development pattern history, but areas that are not “centers”. This policy allow for reinvestment and redevelopment through appropriate adjustments to the land use plan map.

This policy should be understood in the framework of the adopted “Centers and Corridors” Focused Growth planning and continue to emphasize those areas for development. Amendment to the Centers & Corridors strategy is most appropriately addressed during a “periodic update” as established by RCW 36.70A.040.

Action

Staff recommend that if this item is added to the Comprehensive Plan Annual Amendment Work Program for 2019, the Plan Commission establish a process, potentially a working group, for the drafting the changes to the text of policy LU 1.8.

Policy LU 1.8 in current version (2018) of Comprehensive Plan, Land Use Chapter 3

LU 1.8 General Commercial Uses

Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

(end)

**State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST**File No. Z19-002COMP**PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!****Purpose of Checklist:**

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project: Attached housing, lot widths, wall height, and parking area setback text amendments to the Development Code.
2. Applicant: City of Spokane
3. Address: 808 West Spokane Falls Boulevard City/State/Zip: Spokane, WA 99201
Phone: 509-625-6893
Agent or Primary Contact: Tirrell Black, Associate Planner
Address: Same as applicant City/State/Zip: _____ Phone: _____
4. Date checklist prepared: March 28, 2019
5. Agency requesting checklist: City of Spokane Planning & Development
6. Proposed timing or schedule (including phasing, if applicable): Adoption expected fall 2019.
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. None that are directly related to this proposal. This policy will guide future decisions about the Land Use Plan Map of the Comprehensive Plan, which is typically amended as frequently as each year as part of the annual Comprehensive Plan amendment cycle. Any such potential change would require separate, additional amendment applications and environmental checklists.
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain.

No, this is a non-project text amendment.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. A draft and final EIS were prepared for the City of Spokane Comprehensive Plan adopted in 2001. Environmental checklists have been prepared for each non-exempt amendment to the City of Spokane Comprehensive Plan.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. In 2018, the City received an early threshold review application for a potential Comprehensive Plan amendment request to change two adjacent parcels from Residential 4-10 to General Commercial land use under File Z18-881COMP (located at 6204 N Nevada St and 1015 E Decatur Ave). Under Resolution 2019-

0011, the City Council suspended this application for consideration until the docketing decision for the 2020 application cycle, pending potential changes to the policy under this proposal.

10. List any government approvals or permits that will be needed for your proposal, if known.

The proposed text amendments require approval of the Spokane City Council and Mayor.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. The proposal would amend the Comprehensive Plan Policy LU 1.8 General Commercial Uses. The changes are intended to clarify the policy which serves as guidance to the Plan Commission and staff when reviewing proposed Land Use Plan Map amendments.

12. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. The proposal would have effect city-wide. Please see the City's MapSpokane interactive website, in the Planning group of layers under Landuse Plan, for locations of existing General Commercial and other designations on the Land Use Plan Map. [Maps.SpokaneCity.org](https://maps.spokane.org)

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) Yes, all of the above.

14. The following questions supplement Part A.

- a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

None that are directly related to this proposal. Systems designed for stormwater disposal would be included in new development projects. These are reviewed on a project basis and mitigated as required under chapter 17D.060 SMC.

- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Not applicable. This is a non-project action. Chemical storage will be addressed at the time of project permit application.

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Not applicable. This is a non-project action.

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

Not applicable. This is a non-project action.

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

The depth to groundwater and to bedrock varies depending on location in the city of Spokane.

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts.

Not applicable. This is a non-project action.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site (check one):

☐ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other: Not applicable. This is a non-project action.

- b. What is the steepest slope on the site (approximate percent slope)?

Not applicable. This is a non-project action.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. Not applicable. This is a non-project action.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. Not applicable. This is a non-project action.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill: Not applicable. This is a non-project action.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Not applicable. This is a non-project action.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)? Not applicable. This is a non-project action.

- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: Not applicable. This is a non-project action.

2. Air

- a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. Not applicable. This is a non-project action.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Not applicable. This is a non-project action.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: Not applicable. This is a non-project action.

3. Water

a. SURFACE WATER:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. Not applicable. This is a non-project action.
- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. Not applicable. This is a non-project action.
- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. Not applicable. This is a non-project action.
- (4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known. Not applicable. This is a non-project action.
- (5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. Not applicable. This is a non-project action.
- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. Not applicable. This is a non-project action.

b. GROUNDWATER:

- (1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. Not

applicable. This is a non-project action.

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. Not applicable. This is a non-project action.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. Not applicable. This is a non-project action.

- (2) Could waste materials enter ground or surface waters? If so, generally describe. Not applicable. This is a non-project action.

- (3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. Not applicable. This is a non-project action.

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any. Not applicable. This is a non-project action.

4. Plants

- a. Check the type of vegetation found on the site:

Deciduous tree: ☐ alder ☐ maple ☐ aspen

Other: Not applicable. This is a non-project action.

Evergreen tree: ☐ fir ☐ cedar ☐ pine

Other: Not applicable. This is a non-project action.

☐ Shrubs ☐ Grass ☐ Pasture ☐ Crop or grain

☐ Orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other: Not applicable. This is a non-project action.

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other: Not applicable. This is a non-project action.

Other types of vegetation: Not applicable. This is a non-project action.

- b. What kind and amount of vegetation will be removed or altered? Not applicable. This is a non-project action.
- c. List threatened and endangered species known to be on or near the site.
Not applicable. This is a non-project action.
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Not applicable. This is a non-project action.
- e. List all noxious weeds and invasive species known to be on or near the site. Not applicable. This is a non-project action.

5. Animals

- a. Check **and** List any birds and other animals which have been observed on or near the site or are known to be on or near the site:
- Birds: ☐ hawk ☐ heron ☐ eagle ☐ songbirds
- Other: Not applicable. This is a non-project action.
- Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver
- Other: Not applicable. This is a non-project action.
- Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish
- Other: Not applicable. This is a non-project action.
- Other (not listed in above categories): Not applicable. This is a non-project action.
- b. List any threatened or endangered animal species known to be on or near the site.
Not applicable. This is a non-project action.
- c. Is the site part of a migration route? If so, explain. Not applicable. This is a non-project action.
- d. Proposed measures to preserve or enhance wildlife, if any: Not applicable. This is a non-project action.

- e. List any invasive animal species known to be on or near the site. Not applicable. This is a non-project action.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
Not applicable. This is a non-project action.
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. Not applicable. This is a non-project action.
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:
Not applicable. This is a non-project action.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. Not applicable. This is a non-project action.
- (1) Describe any known or possible contamination at the site from present or past uses. Not applicable. This is a non-project action.
- (2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. Not applicable. This is a non-project action.
- (3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. Not applicable. This is a non-project action.
- (4) Describe special emergency services that might be required. Not applicable. This is a non-project action.

- (5) Proposed measures to reduce or control environmental health hazards, if any:
Not applicable. This is a non-project action.

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? Not applicable. This is a non-project action.
- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Not applicable. This is a non-project action.
- (3) Proposed measure to reduce or control noise impacts, if any: Not applicable. This is a non-project action.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Not applicable. This is a non-project action. Changes to the policy are expected to be limited to guidance related to containment of existing designated areas, and future changes to the land use plan map designation on nearby or adjacent properties would require amendment applications and additional, non-project review under SEPA.
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? Not applicable. This is a non-project action.
- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: Not applicable. This

is a non-project action.

- c. Describe any structures on the site. Not applicable. This is a non-project action.
- d. Will any structures be demolished? If so, which? Not applicable. This is a non-project action.
- e. What is the current zoning classification of the site? This is a non-project action affecting multiple parcels. A variety of commercial and Center and Corridor zoning classifications exist on existing areas designated General Commercial.
- f. What is the current comprehensive plan designation of the site? The proposal is a text amendment that would be applied citywide. This is a non-project action that will affect multiple parcels in multiple land use plan map designations.
- g. If applicable, what is the current shoreline master program designation of the site? Not applicable. This is a non-project action.
- h. Has any part of the site been classified as a critical area by the city or the county? If so, specify. Not applicable. This is a non-project action.
- i. Approximately how many people would reside or work in the completed project? Not applicable. This is a non-project action.
- j. Approximately how many people would the completed project displace? Not applicable. This is a non-project action.
- k. Proposed measures to avoid or reduce displacement impacts, if any: Not applicable. This is a non-project action.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Not applicable. This is a non-project action.
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: Not applicable. This is a non-project action.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low- income housing. Not applicable. This is a non-project action.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. Not applicable. This is a non-project action.
- c. Proposed measures to reduce or control housing impacts, if any: Not applicable. This is a non-project action.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? Not applicable. This is a non-project action. Height limits are set depending on location and zoning district, and is subject to transition requirements near residential zones, height restrictions within overlay zones, and generally ranges from 40 to 150 feet in other locations.
- b. What views in the immediate vicinity would be altered or obstructed? Not applicable. This is a non-project action.
- c. Proposed measures to reduce or control aesthetic impacts, if any: Not applicable. This is a non-project action.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? Not applicable. This is a non-project action.
- b. Could light or glare from the finished project be a safety hazard or interfere with views? Not applicable. This is a non-project action.
- c. What existing off-site sources of light or glare may affect your proposal? Not applicable. This is a non-project action.
- d. Proposed measures to reduce or control light and glare impacts, if any: Not applicable. This is a non-project action.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? Not applicable. This is a non-project action.
- b. Would the proposed project displace any existing recreational uses? If so, describe. Not applicable. This is a non-project action.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: Not applicable. This is a non-project action.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. Not applicable. This is a non-project action. There are registered historic buildings and districts within the city of Spokane. This action would not change or affect historic designations.
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. Not applicable. This is a non-project action.
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. Not applicable. This is a non-project action.
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required Not applicable. This is a non-project action.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Not applicable. This is a non-project action.
- b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop Yes. Spokane Transit Authority serves most of the affected geographic area. More than 84 percent of the city is within ½ mile of an existing STA route.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? Not applicable. This is a non-project action.
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). Not applicable. This is a non-project action.
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. Not applicable. This is a non-project action.
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? Not applicable. This is a non-project action.
- (Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).)*
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe. Not applicable. This is a non-project action.
- h. Proposed measures to reduce or control transportation impacts, if any: Not applicable. This is a non-project action.

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. Not applicable. This is a non-project action.
- b. Proposed measures to reduce or control direct impacts on public services, if any: Not applicable. This is a non-project action.

16. Utilities

a. Check utilities currently available at the site:

- ☐ electricity
☐ natural gas
☐ water
☐ refuse service
☐ telephone
☐ sanitary sewer

☐ septic system

Other: Not applicable. This is a non-project action.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed: Not applicable. This is a non-project action.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: April 3, 2019 Signature: Tirrell Black

Tirrell Black, AICP

Please Print or Type:

Proponent: City of Spokane Address: 808 West Spokane Falls Boulevard

Phone: (509) 625-6300 Spokane, WA 99201

Person completing form (if different from proponent): Nathan Gwinn

Phone: (509) 625-6300 Address: 808 West Spokane Falls Boulevard

Spokane, WA 99201

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Tirrell Black, AICP

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☒ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? The proposal would not directly increase discharge to water, emissions to air, the production and storage of toxic or hazardous substances or noise.

Proposed measures to avoid or reduce such increases are: No such measures are proposed.

2. How would the proposal be likely to affect plants, animals, fish or marine life?

This proposal is unlikely to directly affect plants and animals.

Proposed measures to protect or conserve plants, animals, fish or marine life are: The Spokane Municipal Code includes standards related to protection of critical areas and habitat. No additional measures are proposed to specifically address the conservation of plants and animals in this proposal.

3. How would the proposal be likely to deplete energy or natural resources? The proposed code amendments will not directly affect energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are: The proposed code amendments do not directly address energy and natural resource conservation.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands? The proposed text amendments will not directly affect environmentally sensitive areas. New development would be subject to the critical area standards of the SMC.

Proposed measures to protect such resources or to avoid or reduce impacts are: No additional measures are proposed. Project impacts will be addressed at the

time of permit application in accordance with the standards of the SMC.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? The amendments are intended to be consistent with and implement other policies of the City's Comprehensive Plan. New projects that are allowed under the proposed amendments are required to meet the shoreline development standards.

Proposed measures to avoid or reduce shoreline and land use impacts are: No additional measures are proposed. This action will not supersede the regulations of the Shoreline Master Program SMC 17E.060.

6. How would the proposal be likely to increase demands on transportation or public services and utilities? This is a non-project action. Demands on transportation or public services and utilities will be addressed at the time of development permit approval as required by existing regulations. The existing designated commercial areas are generally located near planned urban growth centers with existing facilities and services.

Proposed measures to reduce or respond to such demand(s) are: No additional measures are proposed.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment. The proposal does not conflict with local, state, or federal laws or requirements for protection of the environment.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: April 3, 2019Signature: Tirrell Black

Tirrell Black, AICP

Please Print or Type:Proponent: City of SpokaneAddress: 808 West Spokane Falls BoulevardPhone: (509) 625-6300Spokane, WA 99201Person completing form (if different from proponent): Nathan GwinnPhone: (509) 625-6893Address: 808 West Spokane Falls BoulevardSpokane, WA 99201**FOR STAFF USE ONLY**Staff member(s) reviewing checklist: Tirrell Black, AICP

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☒ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

NONPROJECT DETERMINATION OF NONSIGNIFICANCE**FILE NO(S):** Z19-002COMP**PROPOSER:** City of Spokane

DESCRIPTION OF PROPOSAL: This application, sponsored by Council Member Candace Mumm and initiated by the Spokane City Council, requests to change the text of Policy LU 1.8 General Commercial Uses in Chapter 3, Land Use, of the Comprehensive Plan. The changes clarify the description of appropriate areas for expansion of the General Commercial designation on Map LU 1, the Land Use Plan Map.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:

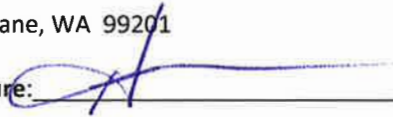
The proposed policy modifications would affect any general commercial districts, new or existing, within the City of Spokane.

Legal Description: n/a

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- ☐ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- ☒ This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 10, 2019 if they are intended to alter the DNS.

Responsible Official: Heather Trautman**Position/Title:** Director, Planning Services **Phone:** (509) 625-6300**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201**Date Issued:** August 27, 2019 **Signature:** 

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2019 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

MEMORANDUM



DEVELOPMENT SERVICES CENTER

DATE: April 30, 2019

TO: Tirrell Black, Assistant Planner

FROM: *Eub*
Eldon Brown, P.E., Principal Engineer – Development Services Center

File No: Z19-002COMP

SUBJECT: Comprehensive Plan Text Amendment – Policy LU 1.8 General Commercial Uses

APPLICANT: City Council, City of Spokane

Comp Plan Amendment Comments

1. Conflicts with city utilities (sewer, water, stormwater) cannot be foreseen at this time by the proposed Comprehensive Plan Text Amendment for General Commercial Uses. Future expansion of General Commercial zones will need to be evaluated for infrastructure capacity, including but not limited to, water, sewer, stormwater, and traffic. Compliance to Spokane Municipal Code requirements for infrastructure will be reviewed at the time of development application(s).

cc: Development Services File
Kris Becker, P.E., Manager, Development Services
Mike Nilsson, P.E., Senior Engineer, Development Services
Patty Kells, Traffic Engineering Assistant, Development Services

From: [Carol Tomsic](#)
To: [Black, Tirrell](#); [Gwinn, Nathan](#); [Freibott, Kevin](#)
Cc: [DOUGLAS & MARILYN LLOYD](#); [Sally Phillips](#); [Wittstruck, Melissa](#); [Beggs, Breean](#); [Kinnear, Lori](#); [Stuckart, Ben](#); [Greg Francis](#)
Subject: Comment on 2018/2019 Comprehensive Plan Updates
Date: Wednesday, July 24, 2019 10:02:50 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Transit Supported Development - Text Amendment

The Lincoln Heights Neighborhood will be affected by the text amendment. The Monroe/Regal High Performance Transit will connect the South Hill with North Spokane. Our neighborhood will benefit from the proposed mixed-use, transit supported development. The Lincoln Heights Neighborhood District plan supports a pedestrian friendly and walkable economically vibrant neighborhood. Encouraging transit ridership will positively affect pedestrian safety on the traffic-congested 29th Ave.

I support the text amendment and discussion; "mixed use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors." However, the benefits of the proposed text amendment is contrary to the existing Corridor and District Center Type 2 zoning which sadly allows auto-oriented businesses such as drive thru-coffee shops, tire shops and retail auto parts stores on the auto-congested intersection of Regal/29th. I would like an additional text added stating any inappropriate "transit-supported development" adversely affecting a neighborhood and not supported by neighborhood councils be addressed and favorably rectified.

General Commercial Uses Comprehensive Plan Update

I agree that it's necessary to add clarification against establishing new General Commercial areas outside of centers and establish limited exceptions. I'd like to see a text addition that supports a neighborhood council's objection to any development that is contrary their district plans.

Thank you

Carol Tomsic
resident

Exhibit 8–Related Comprehensive Plan Goals and Policies

Goal LU 1 CITYWIDE LAND USE

Offer a harmonious blend of opportunities for living, working, recreation, education, shopping, and cultural activities by protecting natural amenities, providing coordinated, efficient, and cost effective public facilities and utility services, carefully managing both residential and non-residential development and design, and proactively reinforcing downtown Spokane's role as a vibrant urban center.

Policy LU 1.8 General Commercial Uses

Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a

neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

GOAL LU 3 EFFICIENT LAND USE

Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

Policy LU 3.2 Centers and Corridors

Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.

Discussion: Suggested Centers are designated where the potential for Center development exists. Final determination is subject to a sub-area planning process.

Neighborhood Center

Neighborhood Centers designated on the Land Use Plan Map have a greater intensity of development than the surrounding residential areas. Businesses primarily cater to neighborhood residents, such as convenience businesses and services. Drive-through facilities, including gas stations and similar auto-oriented uses tend to provide services to people living outside the surrounding neighborhood and should be allowed only along principal arterials and be subject to size limitations and design guidelines. Uses such as a day care center, a church, or a school may also be found in the Neighborhood Center.

Businesses in the Neighborhood Center are provided support by including housing over ground floor retail and office uses. The highest density housing should be focused in and around the Neighborhood Center. Density is high enough to enable frequent transit service to a Neighborhood Center and to sustain neighborhood businesses. Housing density should decrease as the distance from the Neighborhood Center increases. Urban design guidelines for Centers and Corridors, located in the Spokane Municipal Code, are used to guide architectural and site design to promote compatible, mixed land uses, and to promote land use compatibility with adjoining neighborhoods.

Buildings in the Neighborhood Center are oriented to the street. This encourages walking by providing easy pedestrian connections, by bringing activities and visually interesting features closer to the street, and by providing safety through watchful eyes and activity day and night. Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings as a rule.

To promote social interaction and provide a focal point for the center, a central gathering place, such as a civic green, square, or park, should be provided. To identify the Center as the major activity area of the neighborhood, it is important to encourage buildings in the core area of the Neighborhood Center to be taller. Buildings up to three stories are encouraged in this area.

Attention is given to the design of the circulation system so pedestrian access between residential areas and the Neighborhood Center is provided. To be successful, Centers need to be integrated with transit. Transit stops should be conveniently located near commercial and higher density residential uses, where transit service is most viable.

The size and composition of Neighborhood Centers, including recreation areas, vary by neighborhood, depending upon location, access, neighborhood character, local desires, and market opportunities. Neighborhood Centers should be separated by at least one mile (street distance) or as necessary to provide economic viability. As a general rule, the amount of commercial space and percent devoted to office and retail should be proportional to the number of housing units in the neighborhood. The size of individual commercial business buildings should be limited to assure that the business is truly neighborhood serving. The size of the Neighborhood Center, including the higher density housing surrounding the Center, should be approximately 15 to 25 square blocks. The density of housing should be about 32 units per acre in the core of the Neighborhood Center and may be up to 22 units per acre at the perimeter.

The following locations are designated as Neighborhood Centers on the Land Use Plan Map:

- Indian Trail and Barnes;
- South Perry;
- Grand Boulevard/12th to 14th;
- Garland;
- West Broadway;
- Lincoln and Nevada; and
- Fort George Wright Drive and Government Way.

District Center

District Centers are designated on the Land Use Plan Map. They are similar to Neighborhood Centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the District Center, including the higher density housing surrounding the Center, should be approximately 30 to 50 square blocks.

As with a Neighborhood Center, new buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible. A central gathering place, such as a civic green, square, or park is provided. To identify the District Center as a major activity area, it is important to encourage buildings in the core area of the District center to be taller. Buildings up to five stories are encouraged in this area.

The circulation system is designed so pedestrian access between residential areas and the District Center is provided. Frequent transit service, walkways, and bicycle paths link District Centers and the downtown area.

The following locations are designated as District Centers on the Land Use Plan Map:

- Shadle – Alberta and Wellesley;
- Lincoln Heights – 29th and Regal;
- Southgate;
- 57th and Regal;
- Grand District;

- Five Mile – Francis and Ash (suggested Center, with final determination subject to a sub-area planning process described in LU 3.4); and
- NorthTown – Division and Wellesley (suggested Center, with final determination subject to a sub-area planning process described in LU 3.4).

Employment Center

Employment Centers have the same mix of uses and general character features as Neighborhood and District centers but also have a strong employment component. The employment component is expected to be largely non-service related jobs incorporated into the Center or on land immediately adjacent to the Center.

Employment Centers vary in size from 30 to 50 square blocks plus associated employment areas. The residential density in the core area of the Employment Center may be up to 44 dwelling units per acre. Surrounding the Center are medium density transition areas of up to 22 dwelling units per acre.

The following locations are designated as Employment Centers on the Land Use Plan Map:

- East Sprague – Sprague and Napa;
- North Foothills Employment Center;
- Maxwell and Elm;
- Holy Family;
- North Nevada, between Westview and Magnesium; and
- Trent and Hamilton.

Corridors

Corridors are areas of mixed land use that extend no more than two blocks in either direction from the center of a transportation corridor.

Within a Corridor there is a greater intensity of development in comparison to the surrounding residential areas. Housing at a density up to 44 units per acre and employment densities are adequate to support frequent transit service. The density of housing transitions to a lower level (up to 22 units per acre) at the outer edge of the Corridor. A variety of housing styles, apartments, condominiums, row houses, and houses on smaller lots are allowed. A full range of retail services, including grocery stores serving several neighborhoods, theaters, restaurants, dry-cleaners, hardware stores, and specialty shops are also allowed. Low intensity, auto-dependent uses (e.g., lumber yards, automobile dealers, and nurseries) are prohibited.

Corridors provide enhanced connections to other Centers, Corridors, and downtown Spokane. To accomplish this, it is important to make available safe, attractive transit stops and pedestrian and bicycle ways. The street environment for pedestrians is much improved by placing buildings with multiple stories close to the street with wide sidewalks and street trees, attractive landscaping, benches, and frequent transit stops. Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings whenever possible.

The following locations are designated as Corridors on the Land Use Plan Map:

- North Monroe Street;
- Hillyard Business Corridor; and

- Hamilton Street Corridor.

Regional Center

Downtown Spokane is the Regional Center and is the primary economic, cultural and social center of the region. With the creation and development of the University District on the east end of Downtown, it is also a major academic hub with the collaboration of multiple institutions of higher education. Downtown contains the highest density and intensity of land use, and continues to be a targeted area for additional infill housing opportunities and neighborhood amenities to create a more livable experience.

The following location is designated as the Regional Center on the Land Use Plan Map:

- Downtown Spokane

The following comment was submitted by a member of the public during the Plan Commission Hearing on September 11, 2019. Therefore, it was not originally included in the staff report as the staff report predates the hearing.

Land Use Solutions & Entitlement

Land Use Planning Services

9101 N. MT. VIEW LANE Spokane, WA 99218

509-435-3108 (V)

dhume@spokane-landuse.com

(Sent this date via email)

9-26-19

Kevin Freibott, Planner II
Planning & Development Services
3rd Floor, City Hall
808 W Spokane Falls Blvd
Spokane WA 99201

Ref: Proposed Policy Language LU 1.8

Dear Kevin:

Yesterday, I observed the Planning Commissions discussions and action on the above matter in which they recommended to the Council to approve policy language that eliminates dimensional and traffic volume criteria and replaces it with performance language requiring “transitional land uses” with the intent of protecting neighborhood character. (Emphasis mine)

My concern with this language is that it expects a reduction in land use intensity, presumably with the designation of a more restricted zone, such as Office or Multi-Family and as such it pre-empts the purpose of the LU 1.8 Policy for Commercial zone expansion.

I recognize the desire to protect “neighborhood character” but we also need to protect market forces and sustainability of commercial sites. All too often, new commercial uses seek sites of existing commercial use and find them too small to accommodate their site plan needs. With this policy language as proposed, the existing commercial site is doomed for extinction, putting more pressure on other parts of the city for market forces to work, while ignoring the very criteria the new use wants, namely drive-by traffic volume.

Therefore, I recommend that the City modify the current LU 1.8 language that allows expansion to the next street parallel to the existing arterial frontage. In addition, we

should restore the provision for parking within a more restricted zone by Special Permit. This would ensure that the commercial use is left within the current zone and limits the "intrusion" into the neighborhood as parking.

On that point, the history of those special permit parking lots has demonstrated that they do not adversely affect the rest of the neighborhood, so why not allow them without the need for annual amendments? It is certainly a more efficient way of accommodating future commercial uses, in-lieu-of the 12-15 months walk through the annual amendment process.

In conclusion, the proposed language prevents commercial expansion while LU 1.8 is supposed to accommodate new commercial expansion. Traffic volume thresholds are not as important as designating expansion limits, such as the next street parallel to the arterial. We should rely upon the performance language of the adopted Development Code as the standard imposed on all commercial sites and new commercial development. Change of zones as a transitional land use pattern such as is currently proposed ignores market demand and we need a balance between market forces and neighborhood forces, not just the latter.

Thank you for considering my comments. Please feel free to forward to each planning commission and council member as well.

Respectfully Submitted

A handwritten signature in cursive script that reads "Dwight J. Hume".

Dwight J Hume
Land Use Solutions and Entitlement

ORDINANCE NO. C35842

AN ORDINANCE RELATING TO APPLICATION Z19-002COMP, AMENDING POLICY LU 1.8, GENERAL COMMERCIAL USES, IN CHAPTER 3 OF THE COMPREHENSIVE PLAN AS IT RELATES TO DIRECTING NEW COMMERCIAL GROWTH TO CENTERS AND CORRIDORS.

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, application Z19-002COMP seeks to amend policy LU 1.8, General Commercial Uses, to guide the designation of appropriate areas for general commercial uses clarifying while updating situations wherein general commercial might be considered outside of Centers and Corridors; and

WHEREAS, policy LU 1.8 was previously amended by Ordinance ORD C33287 in 2003, adding exception language to the policy that is proposed to be removed by application Z19-002COMP; and

WHEREAS, the proposed amendments to policy LU 1.8 were developed via a Plan Commission Subcommittee/Working Group which met in April 2019 to formulate the proposal; and

WHEREAS, staff requested comments from agencies and departments on April 5, 2019, and a public comment period ran from May 28, 2019 to July 29, 2019; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 29, 2019; and

WHEREAS, the Spokane Plan Commission held substantive workshops regarding the proposed Comprehensive Plan amendment on May 8, May 22, and July 10, 2019; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance ("DNS") was issued on August 27, 2019 for the proposed text amendments.

The public comment period for the SEPA determination ended on September 10, 2019; and

WHEREAS, notice of the SEPA Checklist and Determination, the proposed amendments, and announcement of the September 11, 2019 Plan Commission Public Hearing was published on August 28, 2019 and September 4, 2019; and

WHEREAS, the staff report for Application Z19-002COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing on September 11 and deliberated on September 25, 2019 for Application Z19-002COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission amended the proposal during their deliberations to strike the consideration of streets or alleys as boundaries to general commercial uses and to add consideration of transitional land uses; and

WHEREAS, the Spokane Plan Commission found that Application Z19-002COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 6 to 0 to recommend approval of Application Z19-002COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z19-002COMP is approved.
2. Amendment of Chapter 3, Land Use, of the Comprehensive Plan. Policy LU 1.8, General Commercial Uses, is amended as follows:

LU 1.8 General Commercial Uses

~~((Contain))~~ Direct new General Commercial ~~((areas within the boundaries occupied by existing business designations and within the boundaries of designated))~~ uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also

allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. New General Commercial areas should not be designated in locations outside Centers and Corridors. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

~~((Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.))~~

~~((If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.))~~

However, recognizing existing investments, and given deference to existing land-use patterns, exceptions to the containment policy may be allowed for limited expansions adjacent to existing General Commercial areas located outside Centers and Corridors. The factors to consider in such adjacent expansions include: maintaining the minimum depth from an arterial street necessary for the establishment or expansion of a general commercial neighborhood business; avoiding intrusion where incompatible into established neighborhoods; and implementing transitional land uses with the intent of protecting neighborhood character.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
11/04/2019

<u>Date Rec'd</u>	10/23/2019
<u>Clerk's File #</u>	ORD C35833
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN
<u>Contact Name/Phone</u>	PAUL INGIOSI 625-6061
<u>Contact E-Mail</u>	PINGIOSI@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0410 - CITYWIDE CIP ORDINANCE 2020-2025

Agenda Wording

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2020-2025 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.

Summary (Background)

Spokane Municipal Code, section 07.17.010, states the City shall annually adopt a Citywide Six-Year Capital Improvement Program (CIP). A capital study session was held with the City Council on August 22, 2019. A Plan Commission workshop was held on September 11, 2019. A Plan Commission hearing was held on October 9, 2019. The 2020-2025 CIP was found to be consistent with the City's Comprehensive Plan per the attached City Plan Commission Findings of Fact, Conclusions, and Recommendations.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		HUGHES, MICHELLE		<u>Study Session</u>	
<u>Division Director</u>		STOPHER, SALLY		<u>Other</u>	
<u>Finance</u>		HUGHES, MICHELLE		<u>Distribution List</u>	
<u>Legal</u>		DALTON, PAT		lwilliams@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		pingiosi@spokanecity.org	
<u>Additional Approvals</u>			kemiller@spokanecity.org		
<u>Purchasing</u>					

ORDINANCE NO. C35833

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2020 THROUGH 2025. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan ("CFP") that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2020 through 2025) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 24, 2019 by Council Resolution 2019-0044, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 26, 2019, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 11, 2019; and

WHEREAS, after providing appropriate public notices, on October 9, 2019, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on August 23, 2019, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CIP. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2020-2025), as set forth in the attached Citywide Capital Improvement Program (2020-2025).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2020-2025).

Section 3. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

Terri Pfister, City Clerk

Approved as to Form:

Assistant City Attorney

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2020-2025 CITYWIDE CAPITAL IMPROVEMENT PROGRAM

A Recommendation of the City Plan Commission certifying that the 2020-2025 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").

B. The City's Comprehensive Plan is required to be consistent with the GMA.

C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.

D. The 2020-2025 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.

E. The City Plan Commission held one workshop on September 11, 2019, to obtain public comments on the 2020-2025 Six Year Citywide CIP.

F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2020-2025 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.

ACTION: Motion to accept the staff's Findings of Fact A through F.

CONCLUSIONS:

A. The 2020-2025 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.

B. The 2020-2025 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.

ACTION: Motion to accept conclusions A and B by staff as conclusions of the Plan Commission.

RECOMMENDATIONS:

A. The Spokane City Plan Commission is certifying that the 2020-2025 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By a vote of 6 to 0 the Plan Commission recommends the approval of these amended documents by the City Council.

DocuSigned by:



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**Todd Beyreuther, President
Spokane Plan Commission**

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

10/21/2019

Date Rec'd

10/9/2019

Clerk's File #

FIN 2019-0001

Renews #Submitting Dept

FINANCE & ADMIN

Contact Name/Phone

PAUL INGIOSI 625-6061

Contact E-Mail

PINGIOSI@SPOKANECITY.ORG

Agenda Item Type

Hearings

Agenda Item Name

0410 - SET BUDGET HEARINGS

Cross Ref #Project #Bid #Requisition #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 Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study SessionDivision Director

BROWN, SKYLER

OtherFinance

HUGHES, MICHELLE

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Additional ApprovalsPurchasing