### **CITY OF SPOKANE**



### NOTICE

### **REGARDING CITY COUNCIL MEETINGS**

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 2 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **March 15**, **2021.** 

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at https://my.spokanecity.org/citycable5/live, or by calling 1-408-418-9388 and entering the access code 146 396 3105 for the 3:30 p.m. Briefing Session or 146 099 1258 for the 6:00 p.m. Legislative Session when prompted; meeting password is 0320.

### To participate in virtual public comment:

Sign up to give testimony at https://forms.gle/RtciKb2tju6322BB7. You must sign up in order to be called on to testify. The form will be open at 5:00 p.m. on Monday, March 15, 2021, and will close at 6:00 p.m. At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

### To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, March 15, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

### 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 the first open forum more often than once per calendar month.

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

Further, keep the following City Council Rules in mind:

### Rule 2.2OPEN FORUM

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum 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.

### Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

### Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.

- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Policy Director and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

### Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
  - 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 their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.

- f. Up to ten (10) minutes of rebuttal time may 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 (3) minutes to present their 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, MARCH 15, 2021

# **MISSION STATEMENT**

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

> MAYOR NADINE WOODWARD COUNCIL PRESIDENT BREEAN BEGGS

Council Member Kate Burke Council Member Lori Kinnear Council Member Karen Stratton COUNCIL MEMBER MICHAEL CATHCART COUNCIL MEMBER CANDACE MUMM COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS CITY HALL 808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201

# CITY COUNCIL BRIEFING SESSION

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

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel.

### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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 by accessing the City website at www.spokanecity.org.

# 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.	Annual Value Blanket with HD Fowler Company (Spokane Valley, WA) for curb and valve boxes—not to exceed \$100,000 (incl. tax)	Approve	OPR 2021-0163 BID 5377-21
2.		Approve All	
	a. WAUSAU Equipment Company, Inc. (New Berlin, WI) for three Wasusau Snow Plows—\$66,682.74 (incl. tax);		OPR 2021-0164
	b. Tymco, Inc. (Spokane) for a Tymco Air Sweeper–\$339,842.10 (incl. tax). David Paine and Clint Harris		OPR 2021-0165
3.	Value Blanket Renewal No. 2 of 4 with National Barricade and Sign Co. (Spokane) for the purchase of aluminum sign blanks—not to exceed \$80,000. Clint Harris	Approve	OPR 2019-0311
4.	Contract with Zero dB Communications, LLC (Spokane) for in ground and overhead construction of new conduit and fiber route from City Hall to the Combined Communication Building from March 22, 2021, through October 1, 2021–\$596,462.72 (incl. tax). Michael Sloon	Approve	OPR 2021-0166 PW ITB 5361-20
			David 0

5.	Memoranda of Understanding with Comstock and Cliff- Cannon Neighborhood Councils to hang banners from city-owned poles as part of neighborhood beautification. Carly Cortright	Approve	OPR 2021-0167
6.		Approve & Authorize Payments	CPR 2021-0002
	b. Payroll claims of previously approved obligations through, 2021: \$		CPR 2021-0003
7.	City Council Meeting Minutes:, 2021.	Approve All	CPR 2021-0013

# **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)

# LEGISLATIVE AGENDA

# SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36021 amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Public Safety Personnel and Crime Reduction Fund FROM: Various Accounts, \$251,895; TO: Operating Transfer Out – Other/ CCC, same amount.

And

Combined Communication Center Fund FROM: Various Accounts, \$561,885; TO: Various Accounts, same amount.

And

Emergency Services Medical Fund FROM: Various Accounts, \$309,990; TO: Operating Transfer Out – Other/ CCC, same amount.

(This action allows for the temporary reclassification of three firefighter positions to firefighter dispatch positions as well as consolidating fire dispatch positions in the proper fund.) (Council Sponsor: Council Member Kinnear) Paul Ingiosi

NO EMERGENCY ORDINANCES

# **NO RESOLUTIONS & FINAL READING ORDINANCES**

# NO FIRST READING ORDINANCES

# NO SPECIAL CONSIDERATIONS

# NO HEARINGS

# Motion to Approve Advance Agenda for March 15, 2021 (per Council Rule 2.1.2)

# **OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, March 15, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

# **ADJOURNMENT**

The March 15, 2021, Regular Legislative Session of the City Council is adjourned to March 22, 2021.

# NOTES

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/3/2021					
03/15/2021		Clerk's File #	OPR 2021-0163					
		Renews #						
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #						
<b>Contact Name/Phone</b>	LOREN SEARL 625-7851	Project #						
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	5377-21					
Agenda Item Type	Purchase w/o Contract	Requisition #	RN 117					
Agenda Item Name	4100 CURB & VALVE BOXES - ANNUAL VALUE BLANKET							

### **Agenda Wording**

Annual value blanket with HD Fowler Company (Spokane Valley, WA) for curb and valve boxes not to exceed \$100,000.00 including tax.

### Summary (Background)

Request for Quotes #5377-21 for Curb & Valves Boxes - Annual Value Blanket was issued on the City's electronic bidding portal on February 4, 2021. Five responses were received by the closing deadline on February 18, 2021. Award of the business is correspondingly recommended to HD Fowler Company as the lowest responsive, responsible bidder. The resulting value blanket shall be awarded for one year with annual renewal options at mutual agreement not to exceed a total term of five years.

Lease? NO Gr	ant related? NO	Public Works? NO	
Fiscal Impact		<b>Budget Account</b>	
Expense <b>\$</b> 100,000.00		<b>#</b> 4100-42440-94340-5659	95-99999
Select <b>\$</b>		#	
Select <b>\$</b>		#	
Select <b>\$</b>		#	
Approvals		<b>Council Notification</b>	<u>s</u>
Dept Head	BURNS, STEVE	Study Session\Other	URBAN 3/8/2021
<b>Division Director</b>	SIMMONS, SCOTT M.	Council Sponsor	PRESIDENT BEGGS
<u>Finance</u>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
Legal	ODLE, MARI	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rtreffry@spokanecity.org	
<b>Additional Approvals</b>	5		
Purchasing	PRINCE, THEA		
Dept HeadDivision DirectorFinanceLegalFor the MayorAdditional Approvals	SIMMONS, SCOTT M. ALBIN-MOORE, ANGELA ODLE, MARI ORMSBY, MICHAEL	Study Session\Other Council Sponsor Distribution List sjohnson@spokanecity.org	URBAN 3/8/2021 PRESIDENT BEGGS

# **Briefing Paper**

# Urban Experience Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services								
Subject:	Curb & Valve Boxes – Annual Value Blanket								
Date:	3/8/2021								
Author (email & phone):	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , 625-7851								
City Council Sponsor:	President Breean Beggs								
Executive Sponsor:	Scott Simmons, Public Works Director								
Committee(s) Impacted:	PIES								
Type of Agenda item:	☑ Consent  ☐ Discussion  ☐ Strategic Initiative								
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services' Warehouse budget.								
Strategic Initiative:	Sustainable Resources, Innovative Infrastructure								
Deadline:	Products needed to support 2021 construction/repair season.								
Outcome: (deliverables, delivery duties, milestones to meet)	This order facilitates efficient and competitive procurement of these products on an as-needed basis in support of 2021's construction/repair projects for water service throughout the City of Spokane.								
<ul> <li><u>Background/History:</u> Request for Quotes #5377-21 for Curb &amp; Valves Boxes – Annual Value Blanket was issued on the City's electronic bidding portal on February 4, 2021. Five responses were received by the closing deadline on February 18, 2021. Award of the business is correspondingly recommended to HD Fowler Company as the lowest responsive, responsible bidder. The resulting value blanket shall be awarded for one year with annual renewal options at mutual agreement not to exceed a total term of five years.</li> <li><u>Executive Summary:</u></li> <li>Award annual value blanket order to HD Fowler Company (Spokane Valley, WA)</li> </ul>									
Annual value blanket o	<ul> <li>Annual expenditure not to exceed \$100,000.00 including sales tax</li> <li>Annual value blanket order with renewal options not to exceed a total term of five years</li> </ul>								
Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: None	re? 🗆 Yes 🗹 No								
Operations Impact: Consistent with current operat Requires change in current operat Specify changes required: None Known challenges/barriers: No	erations/policy? 🗆 Yes 🗹 No								



**CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES** 914 E. North Foothills Drive

Spokane, Washington 99207 PHONE: 509.625.7800

# QUOTE TABULATION

Quote Number	5377-21								
Description			Curb & Valve Boxes - Annual Value Blanket						
	Consolidated Supply	Core 8	& Main	Ferguson Waterworks		HD Fowler Co.		Olympic Foundry	
Curb Boxes									
City #B3310 Repair Lid, Curb Box - Inside, Sidewalk - Qty. 25	\$ 396.25	\$	239.00	\$	280.00	\$	258.75		No Quote
City #B3311 Repair Lid, Curb Box - Outside, Regular - Qty. 50	\$ 792.50	\$	478.00	\$	560.00	\$	517.50		No Quote
City #B3313 Curb Box Top Section w/Lid - Qty. 1	\$ 26.14	\$	25.56	\$	25.57	\$	24.20	\$	25.75
City #Non-Inv Curb Box Bottom Section 39" - Qty. 20	\$ 244.40	\$	239.00	\$	239.20	\$	226.00	\$	240.00
City #B3314-09 Curb Box Extension 9" - Qty. 10	\$ 102.30	\$	100.00	\$	100.10	\$	95.00	\$	107.50
City #B3315-16 Curb Box Extension 16" - Qty. 10	\$ 125.00	\$	122.30	\$	122.40	\$	120.00	\$	127.50

City #B3316-28 Curb Box Extension 28" - Qty. 1	\$ 20.46	\$ 20.00	\$ 20.01	\$ 19.00	\$ 19.75
City #B3319 Curb Box Complete, 95E - Qty. 950	\$ 36,432.50	\$ 35,625.00	\$ 35,634.50	\$ 33,715.50	\$ 35,862.50
Curb Boxes - Subtotal	\$ 38,139.55	\$ 36,848.86	\$ 36,981.78	\$ 34,975.95	\$ 36,383.00
Valve Boxes					
City #B3322 Valve Box Top Section w/Lid, 930 10" - Qty. 120	\$ 4,056.00	\$ 3,967.20	\$ 3,968.40	\$ 3,750.00	\$ 4,050.00
City #B3323 Valve Box Top Section w/Lid, 930 15" - Qty. 400	\$ 16,136.00	\$ 15,780.00	\$ 15,784.00	\$ 14,840.00	\$ 15,900.00
City #B3327-36 Valve Box Bottom, 930 36" - Qty. 180	\$ 7,466.40	\$ 5,301.00	\$ 7,302.60	\$ 6,912.00	\$ 7,290.00
Valve Boxes - Subtotal	\$ 27,658.40	\$ 25,048.20	\$ 27,055.00	\$ 25,502.00	\$ 27,240.00
Valve Boxes - Domestic					
City #B3322-D Valve Box Top Section w/Lid, 930 10" - Domestic - Qty. 1		\$ 64.49	\$ 64.50	\$ 68.50	
City #B3323-D Valve Box Top Section w/Lid, 930 15" - Domestic - Qty. 1		\$ 88.67	\$ 88.68	\$ 94.20	
City #B3327-36-D Valve Box Bottom, 930 36" - Domestic - Qty. 1		\$ 84.63	\$ 84.63	\$ 89.91	
Valve Boxes - Domestic - Subtotal	No Quote	\$ 237.79	\$ 237.81	\$ 252.61	No Quote

Quote Subtotal	\$ 65,797.95	\$ 62,134.85	\$ 64,274.59	\$ 60,730.56	\$ 63,623.00
Sales Tax (8.9%)	\$ 5,856.02	\$ 5,530.00	\$ 5,720.44	\$ 5,405.02	\$ 5,662.45
Quote Total	\$ 71,653.97	\$ 67,664.85	\$ 69,995.03	\$ 66,135.58	\$ 69,285.45
Lead Time Business Days ARO	140	30	90, 130	150	130

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

SPOKANE Agenda Sheet	Date Rec'd	3/5/2021	
03/15/2021		Clerk's File #	OPR 2021-0164
		Renews #	
Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	CLINT HARRIS 625-7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	RE19757
Agenda Item Name	5100-PURCHASE OF SNOW PLOWS		·

### Agenda Wording

The Street Department would like to purchase three (3) Wausau Snow Plows. The Snow Plows will be purchased from WAUSAU Equipment Company, Inc., New Berlin, WI, using Sourcewell Contract #080818-WAS. Total purchase price is \$66,682.74, including tax.

### Summary (Background)

The Snow Plows will allow the Street Department to have additional snow removal equipment available for use, especially when other plows are down for maintenance or repair. We recommend approval for the purchase of three (3) Snow Plows for the Street Department. Funding for this is included in the Street Department budget.

Lease? NO Gr	ant related? NO	Public Works? NO					
Fiscal Impact		Budget Account					
Expense <b>\$</b> 66,682.74		# 5110-71700-94000-5641	.3				
Select <b>\$</b>		#					
Select <b>\$</b>		#					
Select <b>\$</b>		#					
Approvals		Council Notifications					
Dept Head	PAINE, DAVID	Study Session\Other	3/8/2021				
Division Director	WALLACE, TONYA	Council Sponsor	Breean Beggs				
<u>Finance</u>	DUFFEY, ANDREW	<b>Distribution List</b>					
<u>Legal</u>	ODLE, MARI	mmartinez					
For the Mayor	ORMSBY, MICHAEL						
Additional Approvals							
Purchasing	PRINCE, THEA						
<u>STREETS</u>	HARRIS, CLINT E.						

# **Briefing Paper**

# Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services						
Subject:	Purchase of Snow Plows						
Date:	March 1, 2021						
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823						
City Council Sponsor:	Breean Beggs						
Executive Sponsor:	Tonya Wallace						
Committee(s) Impacted:	Public Safety and Community Health Committee						
Type of Agenda item:	Consent Discussion Strategic Initiative						
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan						
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment						
Deadline:							
Outcome: (deliverables, delivery duties, milestones to meet)							
purchased from WAUSAU Equi	ike to purchase three (3) Wausau Snow Plows. The Snow Plows will be pment Company, Inc., New Berlin, WI, using Sourcewell Contract price is \$66,682.74, including tax.						
<ul> <li>Impact         <ul> <li>The Snow Plows will allow the Street Department to have additional snow removal equipment available for use, especially when other plows are down for maintenance or repair.</li> </ul> </li> <li>Action         <ul> <li>We recommend approval for the purchase of three (3) Snow Plows for the Street</li> </ul> </li> </ul>							
<ul> <li>Department.</li> <li><u>Funding</u></li> <li>Funding for this is included in the Street Department budget.</li> </ul>							
Budget Impact:         Approved in current year budget?         Yes         Annual/Reoccurring expenditure?         Yes         If new, specify funding source:         Other budget impacts: (revenue generating, match requirements, etc.)							
Operations Impact:         Consistent with current operations/policy?         Requires change in current operations/policy?         Specify changes required:         Known challenges/barriers:							

## Wausau Equipment Company, Inc.



1905 South Moorland Road New Berlin, WI 53151 www.wausauequipment.com

#### Bill To: City of Spokane

Name Micaela Martinez

Customer Name Street Address City, ST ZIP Code Phone

#### Comments or special instructions: Sourcewell

# Quotation

DATE: 1/8/2021 Quotation #: 120281 Quotation valid until: 40 days

All purchase orders must reflect this quote number on the PO

Prepared by:



Shipping Terms: Freight Options Senior Territory Manager Office: 262-784-6066 Cell: 262-894-0510 jlemke@wausaequipment.com

John Lemke z

Qty	Description	Price	Extended Price
	Wausau model MF 5.4 "Street Smart" Multi-Section Trip Section Plow equipped		
	with SQH Quick Hitch, Hydraulic Angling, Steel Cutting Edges, Drop Down		
3	Storage Leg, Powder Coat Wausau Orange	\$17,948.00	\$53,844.00
3	Curb Shoes	\$218.00	\$654.00
3	Deflectors (non-contract)	\$350.00	\$1,050.00
	Freight (non-contract)		\$5,685.00
			\$61,233.00

Pricing Info:

Lead Time: 120 days

Net Terms: 30 days

Please review this quote carefully. This quote Is based on our interpretation written or verbal specifications communicated to Wausau. Wausau will not be held responsible for any information not provided in this quote, and assumes no responsibilities for fines, penalties, or liquidated damages that may be associated with the installation of this equipment without prior written agreement. If this quote does not fully meet your requirements, please call immediately.

The above prices, specifications, and all attached terms and conditions are hereby accepted as part of this agreement. Wausau Manufacturing is authorized to supply the equipment and services as specified to:

Organiz	
ation:	
ed	
Represe	
Signatur	
e:	
PO #	

Title:

Date:

EX-Works



#### **Full Terms and Conditions**

- All lead times are subject to change without notice.
- All quotes are FOB Origin unless stated otherwise.
- Freight terms for all CPU orders will be Ex-Works, which transfers title, ownership, and liability to the buyer upon notification of "ready to ship". Buyer assumes all shipping and regulatory responsibilities of transporting goods from the seller's point of origin.
- All prices are shown in USD
- All credit terms are subject to credit approval
- All orders are subject to acceptance by an officer of Wausau. Orders for products not regularly carried in stock or requiring special engineering or manufacturing are in every case subject to approval by an officer of Wausau. The agreement set forth herein supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Wausau by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein.
- Work produced at Buyer's request such as sketches, drawings, design, testing fabrication, and materials shall be charged at current rates.
- Any custom orders generated from this quotation (orders for products that need to be designed) will be noncancelable once they are released for production. Additional production time may be required. Please consult with sales for production time upon order placement.
- Orders regularly entered cannot be canceled except upon terms that will compensate Wausau for any loss or damage sustained. Such loss will be at a minimum of 10% of the purchase price. The buyer agrees that it shall inspect the equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Wausau in writing of any non-conformity or defect. The buyer further agrees that failure to give such prompt notice or the commercial use of the equipment shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance.
- Wausau reserves the right to change manufacturing specifications and procedures without notice, in accordance
  with its product improvement policy.
- Wausau's standard warranty (12 months for parts and flat rate labor) shall apply unless otherwise noted.
- This quote provides for no material or equipment other than those mentioned. Dealers must assume that items not in this quote will not be provided.

SPOKANE Agenda Sheet	Date Rec'd	3/3/2021		
03/15/2021	Clerk's File #	OPR 2021-0165		
		Renews #		
Submitting Dept	FLEET SERVICES	Cross Ref #		
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744	Project #		
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Purchase w/o Contract	Requisition #	RE19755	
Agenda Item Name	5100-PURCHASE OF TYMCO AIR SWEEPER			

### **Agenda Wording**

The Street Department would like to purchase a Tymco Air Sweeper. The Body will be purchased from Tymco, Inc., Spokane, WA, using HGAC Buy Contract No. SW04-20. Total purchase price is \$339,842.10, including tax.

# Summary (Background)

The Tymco Air Sweeper will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a Tymco Air Sweeper for the Street Department. Funding for this is included in the Street Department replacement budget.

Lease?	NO G	irant related? NO	Public Works? NO	
Fiscal	Impact		Budget Account	
Expense	<b>\$</b> 339,842.10		<b>#</b> 5110-71700-94000-5642	13
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approv	als		<b>Council Notification</b>	S
Dept He	ad	PAINE, DAVID	Study Session\Other	3/8/2021
Division	Director	WALLACE, TONYA	Council Sponsor	
Finance		ORLOB, KIMBERLY	<b>Distribution List</b>	
Legal		ODLE, MARI	mmartinez	
For the	Mayor	ORMSBY, MICHAEL		
Additio	nal Approval	<u>S</u>		
Purchas	sing	PRINCE, THEA		
STREE1	S	HARRIS, CLINT E.		

# **Briefing Paper**

# Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services			
Subject:	Purchase of Tymco Air Sweeper			
Date:	March 1, 2021			
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823			
City Council Sponsor:	Breean Beggs			
Executive Sponsor:	Tonya Wallace			
Committee(s) Impacted:	Public Safety and Community Health Committee			
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan			
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment			
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)				
Tymco, Inc., Spokane, WA, usir \$339,842.10, including tax.	ike to purchase a Tymco Air Sweeper. The Body will be purchased from g HGAC Buy Contract No. SW04-20. Total purchase price is			
Executive Summary:				
Impact • The Tymco Air Sweepe	r will replace a unit that has reached the end of its economic life.			
<u>Action</u>				
We recommend appro	val for the purchase of a Tymco Air Sweeper for the Street Department.			
<ul> <li>Funding</li> <li>Funding for this is included in the Street Department replacement budget.</li> </ul>				
Budget Impact:         Approved in current year budget?       Yes         Annual/Reoccurring expenditure?       Yes         Yes       No         If new, specify funding source:       No         Other budget impacts: (revenue generating, match requirements, etc.)         Operations Impact:         Consistent with current operations/policy?       Yes         No         Requires change in current operations/policy?       Yes				
Specify changes required:				
Known challenges/barriers:				

HGACEUYCONTRACT PRICING WORKSHEET For MOTOR VEHICLES OnlyContract No.:SW04-20Date Prepared:This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibBuying Agency:City of Spokane, WAContractor:TYMCO, Inc. (ISSUE P.O. TO TY email below)Contact Person:Micaela Martinez, Procurement & ContractingPrepared Rv:Kaye MorganPhone:509.625.7823Phone:254-799-5546Fax:Fax:254-799-5546Fax:Sayo Kahnecity.orgEmail:kaye.morgan@tymco.corProduct Code:B54Description:TYMCO Model 500x Regenerative Air SweeperKaye.morgan@tymco.corA. Product Item Base Unit Price Per Contractor's H-GAC Contract:B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description	docun oly. VMCO,	
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both <hr/> MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legib       Buying Agency:       City of Spokane, WA       Contractor:       TYMCO, Inc. (ISSUE P.O. TO TY email below)         Contact Person:       Micaela Martinez, Procurement & Contracting Person:       Prepared Rv:       Kaye Morgan         Phone:       509.625.7823       Phone:       254-799-5546         Fax:       Fax:       254-799-2722         Email:       mmartinez@spokahnecity.org       Email:       kaye.morgan@tymco.cor         Product Code:       B54       Description:       TYMCO Model 500x Regenerative Air Sweeper         A. Product Item Base Unit Price Per Contractor's H-GAC Contract:       B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description	oly. YMCO,	
MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibBuying Agency:City of Spokane, WAContractor:TYMCO, Inc. (ISSUE P.O. TO TY email below)Contact Person-Micaela Martinez, Procurement & Contracting BuyingPrepared Rv:Kaye MorganPhone:509.625.7823Phone:254-799-5546Fax:Fax:254-799-2722Email:mmartinez@spokahnecity.orgEmail:kaye.morgan@tymco.corProduct Code:B54Description:TYMCO Model 500x Regenerative Air SweeperA. Product Item Base Unit Price Per Contractor's H-GAC Contract:B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description	oly. YMCO,	
Buying Agency:       City of Spokane, WA       Contractor:       TYMCO, Inc. (ISSUE P.O. TO TY email below)         Contact Person:       Micaela Martinez, Procurement & Contracting Product       Prepared Rv:       Kaye Morgan         Phone:       509.625.7823       Phone:       254-799-5546         Fax:       Email:       Mmartinez@spokahnecity.org       Email:       kaye.morgan@tymco.cor         Product Code:       B54       Description:       TYMCO Model 500x Regenerative Air Sweeper         A. Product Item Base Unit Price Per Contractor's H-GAC Contract:       B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description	<u>YMCO,</u> n	<u>, Inc</u>
Agency:       City of Spokane, WA       Contractor:       email below)         Contact       Micaela Martinez, Procurement & Contracting       Prepared       Kaye Morgan         Person:       509.625.7823       Phone:       254-799-5546         Fax:       Fax:       254-799-2722         Email:       mmartinez@spokahnecity.org       Email:       kaye.morgan@tymco.cor         Product       B54       Description:       TYMCO Model 500x Regenerative Air Sweeper         A. Product Item Base Unit Price Per Contractor's H-GAC Contract:       B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description	<u>n</u>	<u>, Inc</u>
Agency:       email below)         Contact       Micaela Martinez, Procurement & Contracting         Prepared       Kaye Morgan         Phone:       509.625.7823         Fax:       Fax:         Email:       mmartinez@spokahnecity.org         Product       B54         Description:       TYMCO Model 500x Regenerative Air Sweeper         A. Product Item Base Unit Price Per Contractor's H-GAC Contract:         B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description		
Person       Micaela Martínez, Producement & Contracting       Rv:       Ray:       Ray:         Phone:       509.625.7823       Phone:       254-799-5546         Fax:       Fax:       254-799-2722         Email:       mmartinez@spokahnecity.org       Email:       kaye.morgan@tymco.cor         Product Code:       B54       Description:       TYMCO Model 500x Regenerative Air Sweeper         A. Product Item Base Unit Price Per Contractor's H-GAC Contract:       B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description		
Fax:       Fax:       254-799-2722         Email:       mmartinez@spokahnecity.org       Email:       kaye.morgan@tymco.cor         Product Code:       B54       Description:       TYMCO Model 500x Regenerative Air Sweeper         A. Product Item Base Unit Price Per Contractor's H-GAC Contract:       B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description		
Email:         mmartinez@spokahnecity.org         Email:         kaye.morgan@tymco.cor           Product Code:         B54         Description:         TYMCO Model 500x Regenerative Air Sweeper           A. Product Item Base Unit Price Per Contractor's H-GAC Contract:         B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description		
Product Code         B54         Description:         TYMCO Model 500x         Regenerative Air Sweeper           A. Product Item Base Unit Price Per Contractor's H-GAC Contract:         B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description		
Code:         B54         Description:         I YMCO Model SOUX Regenerative Air Sweeper           A. Product Item Base Unit Price Per Contractor's H-GAC Contract:         B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description	\$ 193.	
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description	\$ 193.	
	+	,700.00
	on if	
Description Cost Description	C	ost
A.O.D. Washdown System 550004 \$ 2,050.00 High Output Water 550045	\$	850.00
Pick-Up Head Curtain Lifter 550087 \$ 1,605.00 Air Purge 550066	\$	410.00
AWTI Camera/Monitor System - 2 cameras 550008-B \$ 2,600.00 Gutter Broom - Drop Down Left/Right 550081	-	,700.00
Auto Sweep Interrupt w/Overspeed Interrupt 550079\$ 1,025.002020 International 4300-ISB Chassis 550713		,500.00
Hopper Load Indicators 550019\$ 410.00Traffic Directing Light - LED 600823	\$ 1,	,200.00
Hopper Deluge 550043 \$ 750.00		
	-1	
Subtotal From Additional Sheet(s):		
Subtotal B:	\$ 102,	,100.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.		
Description Cost Description		ost
Abrasion Protection Package \$ 1,275.00 Engine Block Heater - Sweeper		300.00
Hopper Vibrator - Electric \$ 1,850.00 Hopper Screen Vibrator - Pneumatic	,	,500.00
2022 International MV607 2 Speed Chassis UPGRADI \$ 3,750.00 Pick-Up Head Pressure Inlet Water Injection System	\$ 1,	,800.00
	1	
Subtotal Exam Additional Shoot(a)		
Subtotal From Additional Sheet(s):		475.00
Subtotal C:		,475.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Ear this transaction the percentage is:		
Subtotal C:         Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).         For this transaction the percentage is:	: \$ 10,	4%
Subtotal C:         Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).         D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)	: \$ 10,	
Subtotal C:         Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).         D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)         Quantity Ordered:       1         X       Subtotal of A + B + C:         \$ 306,275.00       =	\$ 10, \$ 306,	4%
Subtotal C:         Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).       For this transaction the percentage is:         D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)       Quantity Ordered: 1       X       Subtotal of A + B + C: \$ 306,275.00       =       Subtotal D:         F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation       For this transaction the percentage is:	\$ 10, \$ 306,	4%
Subtotal C:         Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).         D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)         Quantity Ordered:       1         X       Subtotal of A + B + C:         § 306,275.00       =         Subtotal D:         F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation         Description       Cost	\$ 10, \$ 306, \$ 306,	4%
Subtotal C:         Subtotal C:         Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).         D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)         Quantity Ordered:       1       X       Subtotal of A + B + C:       \$ 306,275.00       =       Subtotal D:         F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation       Cost       Description         Freight/PDI/Inservice       \$ 5,100.00       1       Subtotal C:	\$ 10, \$ 306, \$ 306,	4% ,275.00 ,275.00
Subtotal C:         Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).         D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)         Quantity Ordered:       1         X       Subtotal of A + B + C:         § 306,275.00       =         Subtotal D:         F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation         Description       Cost	\$ 10, \$ 306, \$ 306, C	4% ,275.00 ,275.00
Subtotal C:         Subtotal C:         Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).         D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)         Quantity Ordered:       1       X       Subtotal of A + B + C:       \$ 306,275.00       =       Subtotal D:         F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation       Cost       Description         Freight/PDI/Inservice       \$ 5,100.00       \$ 5,100.00	\$ 10, \$ 306, \$ 306, Co	4% ,275.00 ,275.00

								-			
<b>HGA</b>	CBuy		CT PRICI				Contract No.:	SW04-20	Date Prepared:	2	2/22/2021
This We								$a D \cap is i$	ssued, both	do	numants
Ints WO					-		•				uments
	<u>MUSI b</u>	e faxed to	<u>H-GAC (a</u>	),7,	<u>13-993-4</u>	<u>548. The</u>			<u>r print legib</u>		
Buying		City of S	pokane, WA			Contractor:	ТҮМСО, І	-	E P.O. TO TY	<u>(M</u>	<u>.'O, Inc</u>
Agency: Contact		-	-			Prepared			i <mark>l below)</mark>		
Person:	Micael		ocurement & Co	ontra	acting	Rv:			e Morgan		
Phone:		509.6	525.7823			Phone:			799-5546		
Fax:					-	Fax:			799-2722		
Email: Product	- 1		pokahnecity			Email:		kaye.morga	in@tymco.con	<u>n</u>	
Code	B54		TYMCO Mod		~		veeper				
			er Contracto								193,700.00
B. Publish	ed Options	- Itemize bel	ow - Attach a	ddi	tional shee	t(s) if neces	sary - Include	e Option Co	de in descriptio	on if	
		cription			Cost			ription		_	Cost
	shdown Syster			\$			Water 550045			\$	850.00
<b>^</b>	ad Curtain Lif			\$		Air Purge 5				\$	410.00
		ystem - 2 came		\$	,		n - Drop Down	Ű		\$	1,700.00
<b>^</b>	<u>,</u>	Overspeed Inter	rupt 550079	\$	2		liner M2-112 C		50709		158,750.00
	d Indicators	550019		\$		Traffic Direc	ting Light - LE	D 600823		\$	1,200.00
	uge 550043			\$	750.00						
Alternative	Fuel - CNG S	weeper		\$	14,750.00					-	
							Subto	tal From Add	itional Sheet(s):	i—	
							Subto	tai From Aud		¢	196 100 00
C Unnuhl	lichad Ontio		below / attacl		ditional ab	aat(a) <b>:f</b> aa			Subtotal B:	<u>i</u> ð	180,100.00
C. Onpub		cription	Delow / attaci	i au		eeu(s) n neo		ription		1	C t
Abrasion Pr	rotection Pack	<u> </u>		\$	Cost 1,275.00	Engine Bloc	k Heater - Swee	1		\$	Cost 300.00
	orator - Electric	-		ۍ \$	/	-	en Vibrator - Pr	•		<u>ې</u>	1,500.00
**			iner UPGRADI	Ŷ	,		d Pressure Inlet		on System	\$	1,300.00
2022 Treigh				Ψ	1,500.00	Tiek op fiel	a i ressure inter	Water injeen	on bystem	Ψ	1,000.00
							Subto	tal From Add	itional Sheet(s):	Ī	
								[	Subtotal C:		8,225.00
Check: Tot	tal cost of Unr	ublished Optic	ons (C) cannot e	vce	ed 25% of th	e total of the				Ť	-)
Cheek. 100			Published Optic			e total of the	For this tra	nsaction the	percentage is:		2%
D Total Co		I	rade-In / Othe		. ,	Discounts (A	+ <b>B</b> + <b>C</b> )			¢	388,025.00
	ty Ordered:		rade-m / Othe				\$ 388,025.00	=	Subtotal D:		-
		I owonoos / Sno	cial Discounts /				\$ 388,023.00		Subtotal D:	<u></u>	388,023.00
r. Irauc-In		cription	tial Discounts /	1.14	Cost		Desc	ription		1	Cost
Freight/PDL		cription		\$	5,100.00		Dest			<u> </u>	COSI
	Aotor Vehicle	Tax		ۍ \$	36,167.51						
				Ψ	50,107.51				Subtotal F:	\$	41,267.51
	D.1:-		20	· ·	2(5 Dave	<u> </u>	Total Dur	ahaga Duig		1	
	Delly	very Date:	30	<b>U-</b>	365 Days	L C	. Iotal Pur	chase Pric	e (D+E+F):	\$	429,292.51

# тсо

Street Sweeper 2021	Conventional Diesel	CNG
Years In Service	10	10
Purchase Price	\$339,842	\$429,292
Fuel	\$15,400	\$2,820
Maintenance	\$140,000	\$140,000
Resale	(\$100,000)	(\$120,000)
Total	\$395,242	\$452,112

SPOKANE Agenda Sheet	Date Rec'd	3/4/2021		
03/15/2021	Clerk's File #	OPR 2019-0311		
		Renews #		
Submitting Dept	STREETS	Cross Ref #		
Contact Name/Phone	CLINT HARRIS 625-7744	Project #		
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Contract Item	Requisition #		
Agenda Item Name	1100- STREET DEPARTMENT APPROVA	100- STREET DEPARTMENT APPROVAL FOR SIGN BLANK RENEWAL		

### Agenda Wording

The Street Department is seeking approval for the renewal of a value blanket contract for the purchase of aluminum sign blanks from National Barricade and Sign Co. in an amount not to exceed \$80,000.

### Summary (Background)

The Street Department's Signs and Markers section manufactures over 4,000 traffic signs each year. This renewal is the second of four available following the awarding of a bid contract in 2019 to National Barricade and Sign Co. and will facilitate the timely purchasing and manufacturing of signs.

Lease? NO	Grant related? NO	Public Works? YES	
Fiscal Impact		Budget Account	
Expense <b>\$</b> 80,000.0	0	# 1100-21400-42640-5322	10-99999
Select <b>\$</b>		#	
Select <b>\$</b>		#	
Select <b>\$</b>		#	
Approvals		Council Notification	IS
Dept Head	HARRIS, CLINT E.	Study Session\Other	PSCHC Meeting (3/1
			Session)
Division Director	SIMMONS, SCOTT M.	Council Sponsor	Breean Beggs
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
Legal	ODLE, MARI	ceharris@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	meveland@spokanecity.or	g
Additional Approv	als_	jlargent@spokanecity.org	
Purchasing		jklapp@spokanecity.org	
		tprince@spokanecity.org	
		bill@natbar.net	

Briefing Paper					
Public Safe	Public Safety and Community Health Committee				
Division & Department:	Street Department				
Subject:	Approval of a 1-year renewal for aluminum Sign Blanks, from National Barricade and Sign Co.				
Date:	2/17/2021				
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org 509-625-7744)				
City Council Sponsor:	Breean Beggs				
Executive Sponsor:	Scott Simmons				
Committee(s) Impacted:	PSCHC				
Type of Agenda item:	Consent Discussion Strategic Initiative				
Alignment	Strategic Plan				
Strategic Initiative:					
Deadline:					
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Provide a reliable source of aluminum signs to meet the infrastructure and public safety needs of the city				
Background/History:					
Quote (#778-19); which was av	t worked with the Purchasing Department in producing a Request For varded to National Barricade and Sign Co. There are up to four one year contract and this will be the second renewal.				

Executive Summary:

Impact

• The Street Department Signs/Marker Section manufactures over 4,000 traffic signs each year Action

Approval of the contract renewal, enabling the timely purchase of sign blanks up to a • cumulative amount of \$80,000.00

Funding

The funding for this would come from the Signs/Marker annual budget •

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? Xes No N/A
Requires change in current operations/policy? 🗌 Yes 🖾 No 🗌 N/A
Specify changes required:
Known challenges/barriers:

City of Spokane
City of Spokane Request for Quotes

POK

OUOTF #:	778-19
	Aluminum Sign Blanks
DEPARTMENT:	Street/ Signs & Markers
DUE DATE:	Thursday, February 21, 2019 3:00 pm, no later than

Streets/Signs & Markers

2-21-19

The purpose of this Request for Quote is to invite quotes to supply The City of Spokane \_\_\_\_\_\_ Department with an annual supply of Aluminum Sign Blanks to be ordered "as needed" by the department.

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL
1		PLEASE USE ATTACHED PRICING SHEET		\$ 0.00
2				\$ 0.00
3		This Value Blanket Order awarded through this Request for Quote will be		\$ 0.00
4		a one year VB with an optional four (4) one-year renewals.		\$ 0.00
5				\$ 0.00
6		Does Vendor process the materials themselves or subcontract?		\$ 0.00
7		If you subcontract - please indicate to whom:		\$ 0.00
8				\$ 0.00
9		Does Vendor conversion coat the materials themselves or subcontract?		\$ 0.00
10		If you subcontract - please indicate to whom:		\$ 0.00
11				\$ 0.00
12		Pricing will remain unchanged for the life of the contract. Price changes can		\$ 0.00
13		be requested upon renewal with proof of justification.		\$ 0.00
14		16 ·		\$ 0.00
15		Ρ,		\$ 0.00
16				\$ 0.00
17		5a		\$ 0.00
18				\$ 0.00
19				\$ 0.00
20		FREIGHT/SHIPPING IS THE RESPONSIBILITY OF THE WINNING VENDOR		\$ 0.00
	1	Subtotal		
		Sales Tax – 8.8%	8.80%	\$ 0.00
		Freight/Shipping Charge	-	\$ 0.00
		GRAND TOTAL		\$ 0.00

**Sales Tax:** The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.

Attachments: The following attachments are made a part of this Request for Quote:

Pricing Page Minimum Specs and Requirements



Any questions concerning this Request For Quote should be directed to:

NATIONAL BARRICADE AND SIGN CO

Marcus Eveland \_\_\_\_\_\_\_ Street/Signs & Markers \_\_\_\_ Department at \_\_\_\_\_\_ 232-8819 or meveland@spokanecity.org

Delivery: F.O.B. 901 N. Nelson Street, Spokane, WA 99202

**Payment:** Supplier will accept credit card ( I YES ) ( NO ). If YES, state any additional charge or discount for credit card payments: YES WE WILL ACCEPT CREDIT CARD WITH A 3% FEE.

**Payment Terms:** Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

SIGNATURE BELOW ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS QUOTE.

#### **BIDDER INFORMATION**

Compa	ny Name:	
By: BIL	L BREWER	Title: VICE PRESIDENT
Signatu	ire:X	Mazmut
Please	indicate person to be cont	acted by the City concerning items(s) quoted:
Name:	BILL BREWER	Phone:

**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 Bidder shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: 00417

#### ADDITIONAL ITEMS

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

( I YES ) ( NO ) If yes, prices are good until further notice



#### **ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER**

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

NAME	ADDRESS	ZIP
GRIMCO INC	FENTON MO	63026
0		

#### MINORITY BUSINESS ENTERPRISE

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

#### SMALL BUSINESS

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

#### INSTRUCTIONS AND SPECIFICATIONS

#### GENERAL INSTRUCTIONS

- 1. The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.
- 2. Time is of the essence in the performance of this contract.
- 3. Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.
- 4. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.
- 5. The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.
- 6. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
- 7. Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.
- 8. Signature on this Quote by the Bidder will confirm receipt and understanding of all instructions, terms, and conditions.



#### SPECIAL INSTRUCTIONS

The City of Spokane <u>Street/Signs & Markers</u> Department invite quotes for the supply of Aluminum Sign Blanks

- 1. If the product differs from the provisions contained herein, these differences must be explained in detail.
- 2. Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
- 3. The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.
- 4. Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.
- 5. The Supplier must be able to service any items purchased by the City of Spokane. The Supplier, therefore, must:
  - Be an authorized factory dealer for the area including the City of Spokane; or
  - Submit a 100% Performance Bond for the life of the equipment; or
  - Provide satisfactory proof by the manufacturer that service will be guaranteed.
- 6. Federal and State laws governing this product and its final certification must be satisfied.
- 7. It shall be the Supplier's responsibility to conform to all Federal Standards for certification.
- 8. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.
- 9. Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.
- 10. In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyis (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?			
If so were PCBs found at a measureable level?			
As far as you know has this actual product been tested for PCBs by a WA State accredited lab			
using EPA Method 1668 (or equivalent as updated)?			
If so attach the results or note from whom the results can be obtained.			
Do you have reason to believe the product contains measureable levels of PCBs?		1	
Do you have reason to believe the product packaging contains measureable levels of PCBs?		1	

### I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE GENERAL AND SPECIAL INSTRUCTIONS

Initials: BJB II ---- X PAB



#### **QUOTE SUBMISSION AND EVALUATION**

#### A. PREPARATION OF QUOTES

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

### B. ENVELOPE PREPARATION OF QUOTES SUBMITTED BY HAND OR MAIL

Place one copy of the Quote in a sealed envelope. On the front of the envelope, place the following information:

"QUOTE – IMPORTANT"				
"DESCRIPTION: Aluminum Sign B	lanks			,
"DUE:	February 21, 2019	AT	"	

#### **"YOUR COMPANY NAME"**

If you do not put the above information on your envelope, it could be opened early or late and damage your chance to respond.

Spokane City Hall is a secured building so if you are hand delivering your quote, please make sure you allow enough time to get through security.

#### 4. EMAILING QUOTES

responsibility of the Bidder to be sure the email is received. If you do not receive an email confirmation sent directly by

Thea Prince \_\_\_\_\_\_, it is recommended that you call the contact name listed in Quote to confirm receipt. A

delivery confirmation receipt generated from your original email is not a guaranteed confirmation of receipt.

The Purchaser is not responsible for Quotes delivered late. It is the responsibility of the Bidder to be sure the Quotes are sent sufficiently ahead of time to be received no later than  $\frac{3:00 \text{ pm}}{2}$  on the due date.

#### 5. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify the contact person listed above in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.

#### 6. WITHDRAWAL OF QUOTES

Bidders may make written request to the contact person listed above for withdrawal of a sealed Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of sixty (60) calendar days after the due date.



#### 7. EVALUATION OF QUOTES

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

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

#### 8. QUOTING ERRORS

When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.

#### 9. REJECTION OF QUOTES

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

#### 10. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.

MINIMUM SPECS. CALLED FOR	TO BE SUPPLIED	EXCEPTIONS
Sign blanks must be virgin aluminum, conforming to alloys 6061-T6, or 5052- H36 or H38.	YES MEETS	
Signs blanks must be conversion coated to ASTM B-921 standards	YES MEETS	
Hole centers and corner radii must be cut as specified on pricing page. All holes are 3/8".	YES MEETS	
Sign blanks must be square and accurately measured. All dimensions are +/- 1/32".	YES MEETS	
All edges must be filed/ deburred. Blanks with sharp edges will not be accepted	YES MEETS	
Each blank must lay flat without distortion, stress warp, or curvature, when laid unweighted on a horizontal plane surface.	YES MEEtS	
All blanks must be clean, free of all greases, oils, lubricants, silicone or other contaminants.	YES MEETS	
Splicing of Type IV sheeting is not allowed. Sign blanks that require sheeting must have single sheets applied to them.	YES MEETS	
Sufficient Inventory to supply the needs of the Purchaser shall be maintaned by the Vendor	YES MEETS	
The Vendor guarantees all of the work or materials described in the specifications, including any authorized modifications thereto, for a period of 30 days from the date of final acceptance of the work, and the Vendor guarantees the sign reflectivity for a period of 10 years from the date of final acceptance of the work as follows:	YES MEEtS	
a) Against all faulty or imperfect materials, and against all imperfect or careless and/or unskilled workmanship	YES MEETS	
b) Against all injury or undue deterioration from proper and usual use of the work	YES MEETS	
The Vendor shall remove or restore, without cost to the Purchaser, any work which may be found to be improper, imperfect or defective or fails to perform as specified.	YES MEETS	-
Orders are time sensitive. Complete order delivery date must be within 30 calendar days ARO.	YES MEETS	
Vendor or freight line must give 24 hours notice to (509) 232-8803 before delivery to arrange for unloading	YES MEETS	
Blanks must be delivered in packages of 10 or less on pallets. Pallets must not exceed 2000 lbs.		

				A			BLANK PR		_		
	e.		ats	Any ite			the list belov limited to tw			ık.	
QUANTITY UNIT		SI H		SHAPE	CORNE R RADIUS	HOLE CENTER	HOLE CENTERS FROM EDGE	SQ. FT.	WEIGHT	UNIT PRICE	TOTAL
50 *	EA	36	9	RECT	1-1/2"	7"	1"	2.25	0.507	11.02	
1	EA	36	12	RECT	1-1/2"	9"	1-1/2"	3.00	2.527	14.92	746.00
1	EA	36	18	RECT	1-1/2"	15"	1-1/2"		3.370	9.76	9.10
1	EA	36	24	RECT	1-1/2"	18"	3"	4.50	5.054	15.75	15.75
1	EA	36	30	RECT	1-7/8"	24"	3"	6.00 7.50	6.739 8.424	19.52	19.52
1	EA	36	36	SQ	2-1/4"	30"	3"	9.00		25.32	15.50
1	EA	36	36	DIAM	2-1/4"	36"	6-1/2"	9.00	10.109 10.109	29.30	29:0
1	EA	36	36	OCT	NA	30"	3"	9.00	10.109	29.30	29.2
1	EA	36	36	CIRC	NA	30"	3"	9.00		27.80	27.8
12	EA	36	36	TRI	2"	21"	3" FROM TOP		10.109	30,38	50.5
1	EA	36	36	PENT	2-1/4"	24"	3" FROM TOP	9.00	10.109	14.43	113.10
•							BOTTOM 25 GAUGE	9.00	10.109	28.34	28.31
1	EA	8	10	RECT	3/4"	8"	25 GAUGE 1"	0.56	0.975	1. 00	1.00
1 *	EA	42	9	RECT	1-1/2"	7"	1"	2.63		6.88	6.8
1*	EA	48	9	RECT	1-1/2"	7"	1"		4.607	18.02	18.0
1	EA	48	18	RECT	1-1/2"	NONE	NA	3.00 6.00	5.265	20.57	20.0
12	EA	48	24	RECT	1-1/2"	NONE	NA		10.530	32.80	32.0
6	EA	48	30	RECT	1-1/2	NONE		8.00	14.040	38.18	467.76
1	EA	48	36	RECT	2-1/4"	NONE	NA NA	10.00	17.550	50.85	305.10
1	EA	48	48	SQ/DIAM	3"	NONE		12.00	21.060	61.03	<u>(1.0</u>
1	EA	60	24	RECT	1-1/2"	NONE	NA NA	16.00	28.080	81.39	81.3
1	EA	60	30	RECT	1-1/2	NONE		10.00	17.550	50.85	50.8
1	EA	60	36	RECT	2-1/4"	NONE	NA	12.50	21.938	63.58	05.5
1	EA	72	24	RECT	1-1/2"	NONE	NA	15.00	26.325	16:29	16.2
1	EA	72	30	RECT	1-1/2	NONE	NA	12.00	21.060	61.03	61.0
1	EA	72	36	RECT	2-1/4"	NONE	NA	15.00	26.325	76.29	16:20
1	EA	90	18	RECT	1-1/2"	NONE	NA	18.00	31.590	41.55	91.55
1	EA	90	24	RECT	1-1/2"		NA	11.25	19.744	59.34	59.3
1	EA	96	18	RECT		NONE	NA	15.00	26.325	79.14	79.14
1	EA	96	24	RECT	1-1/2"	NONE	NA	12.00	21.060	63.30	63.30
1	EA	96	30	RECT	1-1/2" 1-7/8"	NONE	NA	16.00	28.080	82.91	82.9
1	EA	96	36	RECT		NONE	NA	20.00	35.100	101.72	101.72
1	EA	102	18		2-1/4"	NONE	NA	24.00	42.120	122.05	122.0
1	EA	102	24	RECT RECT	1-1/2"	NONE	NA	12.75	22.376	69.68	69.6
1	EA	102	18	RECT	1-1/2"	NONE	NA	17.00	29.835	92.91	92.9
1	EA	108	24		1-1/2"	NONE	NA	13.50	23.693	73.78	73.7
1	EA	114	18	RECT	1-1/2"	NONE	NA	18.00	31.590	98.39	98.30
1	EA	114	24	RECT RECT	1-1/2"	NONE	NA	14.25	25.009	77.88	77.88
1	EA	120	18	RECT	1-1/2"	NONE	NA	19.00	33.345	103.83	103.83
1	EA	120			1-1/2"	NONE	NA	15.00	26.325	79.14	19.14
1	EA	120	10	RECT	1-1/2"	NONE	NA	20.00	35.100	105.52	105.52
1	EA	126	18	RECT	1-1/2"	NONE	NA	15.75	27.641	86.08	86.08
1			24	RECT	1-1/2"	NONE	NA	21.00	36.855	114.79	114.79
1	EA	132	18	RECT	1-1/2"	NONE	NA	16.50	28.958	90.18	90.18
1	EA EA	132 138	24 18	RECT RECT	1-1/2" 1-1/2"	NONE	NA	22.00 17.25	38.610	120.23	120.23

	and a second second	en a traver suit.					BLANK PR				
		and a state of the	at \$	-			the list below limited to tw			k.	
QUANTITY	UNIT	SI H	ze	SHAPE	CORNE R RADIUS	HOLE CENTER	HOLE CENTERS FROM EDGE	SQ. FT.	WEIGHT	UNIT PRICE	TOTAL
					۱ ۱	EMS IN .	080 GAUGE	1	II	and the second second	
1	EA	5	10	RECT	1/2"	8-1/2"	3/4"	0.35	0.390	4.46	4.40
1	EA	6	10	RECT	3/4"	8-1/2"	3/4"	0.42	0.468	5.38	5.3
1	EA	8	10	RECT	1-1/2"	8"	1"	0.56	0.624	5.07	5.0
1	EA	8	18	RECT	1"	9"	4" FROM BOTTOM	1.00	1.123	7.94	7.9
1	EA	8	24	RECT	1-1/2"	18"	1"	1.33	1.498	7.33	7.3
1	EA	12	6	RECT	1-1/2"	4"	1"	0.50	0.562	2.08	2,0
24	EA	12	12	SQ	1-1/2"	9"	1-1/2"	1.00	1.123	3.03	72.7
300	EA	12	18	RECT	1-1/2"	15"	1-1/2"	1.50	1.685	4.55	1365.0
36	EA	12	24	RECT	1-1/2"	18"	3"	2.00	2.246	6.05	217.8
1	EA	12	36	RECT	1-1/2"	30"	3"	3.00	3.370	9.76	9.7
1000 *	EA	18	6	RECT	1-1/2"	4"	1"	0.75	0.842	4.55	4550.0
1	EA	18	. 12	RECT	1-1/2"	9"	1-1/2"	1.50	1.685	5.07	5.0
260	EA	18	18	SQ	1-1/2"	15"	1-1/2"	2.25	2.527	6.97	1812.2
1	EA	18	18	DIAM	1-1/2"	18"	3-1/8"	2.25	2.527	7.31	7.3
1	EA	18	18	OCT	NA	15"	1-1/2"	2.25	2.527	7.51	7.5
50	EA	18	24	RECT	1-1/2"	18"	3"	3.00	3.370	9.06	453.0
1	EA	18	30	RECT	1-1/2"	24"	3"	3.75	4.212	12.20	12.2
1	EA	24	6	RECT	1-1/2"	4"	1"	1.00	1.123	4.42	4.4
30	EA	24	8	RECT	1-1/2"	6"	1"	1.33	1.498	4.03	120 0
1	EA	24	9	RECT	1-1/2"	7"	1"	1.50	1.685	5.44	5.4
1	EA	24	12	RECT	1-1/2"	9"	1-1/2"	2.00	2.246	6.50	6.5
24	EA	24	18	RECT	1-1/2"	15"	1-1/2"	3.00	3.370	9.06	217.4
20	EA	24	24	SQ	1-1/2"	18"	3"	4.00	4.493	12.08	241.6
20	EA	24	24	DIAM	1-1/2"	24"	4-11/32"	4.00	4.493	12.08	241.10
1	EA	24	24	OCT	NA	18"	3"	4.00	4.493	12.39	12.3
1	EA	24	30	RECT	1-1/2"	24"	3"	5.00	5.616	110.28	16.2
20	EA	24	36	RECT	1-1/2"	30"	3"	6.00	6.739	18.14	362.8
1	EA	24	42	RECT	1-1/2"	36"	3"	7.00	7.862	27.03	27.0
1	EA	24	48	RECT	1-1/2"	42"	3"	8.00	8.986	30.90	300
1	EA	30	6	RECT	1-1/2"	4"	1"	1.25	1.404	4.83	9.9
1	EA	30	8	RECT	1-1/2"	6"	1"	1.67	1.872	1.05 1.U2	6.4
1000 *	EA	30	9	RECT	1-1/2"	7"	1"	1.88	2.106	10.42 9.83	9830.0
1	EA	30	12	RECT	1-1/2"	9"	1-1/2"	2.50	2.808	8.13	8.1
50	EA	30	18	RECT	1-1/2"	15"	1-1/2"	3.75	4.212	11.32	566.0
1	EA	30	24	RECT	1-1/2"	18"	3"	5.00	5.616	16.28	16.2
1	EA	30	30	SQ	1-7/8"	24"	3"	6.25	7.020	20.33	20.3
30	EA	30	30	DIAM	1-7/8"	30"	5-7/16"	6.25	7.020	18.89	566.7
1	EA	30	30	OCT	NA	24"	3"	6.25	7.020	10.0	19 2
1	EA	30	30	CIRC	NA	24"	3"	6.25	7.020	2142	21.4
1	EA	30	30	TRI	1-1/2"	18"	3" FROM TOP	6.25	7.020	11.57	116
1	EA	30	30	PENT	1-7/8"	21"	3" FROM	6.25	7.020	20.06	20.D
6	EA	30	36	RECT	1-7/8"	30"	BOTTOM 3"	7.50	8.424	26.58	159.4
1	EA	30	42	RECT	1-7/8"	36"	3"	8.75	9.828	33.80	33.8
1	EA	30	48	RECT	1-7/8"	42"	3"	10.00	11.232	38.60	38.6

					ALUMI	NUM SIGN	BLANK PR	ICING				
	T		at \$	Any ite	ms not co	er pound,	the list below limited to tw	w will be <sub>l</sub> /o (2) hole	oriced es per blar	ık.		
QUANTITY	Y UNIT	UNIT	SI	ZE	SHAPE	CORNE R RADIUS	HOLE CENTER	HOLE CENTERS FROM	SQ. FT.	WEIGHT	UNIT PRICE	TOTAL
	<u> </u>	Н	V				EDGE					
1	EA	138	24	RECT	1-1/2"	NONE	NA	23.00	40.365	125.71	175.7	
1	EA	144	18	RECT	1-1/2"	NONE	NA	18.00	31.590	94.97	04.0	
1	EA	144	24	RECT	1-1/2"	NONE	NA	24.00	42.120	1210.100	17.10.10	
		TOTA	L BID								271078	
		WAS	TATE	SALES TA	AX (8.8%)						19366	
	GRAND TOTAL											
				* She	eted with	ASTM D4	956-04 Туре	IV White	sheeting.		<u>8-2   17 a</u> J	

SPOKANE Agenda Sheet	Date Rec'd	4/16/2019	
04/29/2019		Clerk's File #	OPR 2019-0311
		Renews #	
Submitting Dept	STREETS	Cross Ref #	
<b>Contact Name/Phone</b>	GARY 232-8810	Project #	
Contact E-Mail	GKAESEMEYER@SPOKANECITY.ORG	Bid #	RFQ #778-19
Agenda Item Type	Purchase w/o Contract	<b>Requisition #</b>	VALUE BLANKET
Agenda Item Name	1100-VALUE BLANKET ORDER WITH NATIONAL BARRICADE		
Agenda Wording			

Approve annual value blanket order with National Barricade Co. (Spokane, WA) for aluminum sign blanks - not to exceed \$80,000.00

#### Summary (Background)

Quotes were received on 3/21/19 with five (5) responses being received - National Barricade being the lowest responsive bidder. The Signs and Markers Section is responsible for installation, maintenance and timely replacement of traffic signing that has become worn out or damaged. Signs and Markers manufactures over 4,000 traffic signs each year. The production, installation and maintenance of the 91,042 traffic signs is part of Street Department's Signs and Markers annual tasks.

Fiscal Impact	Grant related?	NO	<b>Budget Account</b>	
	Public Works?	NO		
Expense \$ 85,0	00.00		# various	
Select \$			#	
Select \$	19		#	
Select \$			#	
Approvals			<b>Council Notificat</b>	tions
Dept Head	KAESEM	EYER, GARY	Study Session	
<b>Division Director</b>	SIMMO	NS, SCOTT M.	Other	PIES 3/25/19
Finance	ORLOB,	KIMBERLY	<b>Distribution List</b>	
Legal	ODLE, N	ARI	TPRINCE	
For the Mayor	ORMSBY	, MICHAEL	MEVELAND	
<b>Additional App</b>	orovals			
Purchasing	PRINCE,	THEA		

APPROVED BY SPOKANE CITY COUNCIL: CITY CLERK

QUOTE #778-19		
ALUMINUM SIGN BLANKS	LANKS	
ITEM	QTY	QTY DESCRIPTION
1	Ħ	See Pricing Sheet
SALES TAX - 8.8%		
GRAND TOTAL		
Exceptions:		
P-Card		

ADDITIONAL ITEMS

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	3/4/2021
03/15/2021		Clerk's File #	OPR 2021-0166
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone MICHAEL 625-6468		Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	PW ITB 5361-20
Agenda Item Type	Contract Item	Requisition #	CR22393
Agenda Item Name	5300 ZERODB DIVERSE ROUTE		
Agenda Wording			

## Agenda Wording

Contract for in ground and overhead construction of new conduit and fiber from City Hall to CCB to ensure fiber breaks do not impact staff and citizens' access to critical City Services.

## Summary (Background)

The City Hall datacenter was moved to the CCB to leverage significant existing investments in redundant UPS' and generators to support maximum uptime for City services. The current fiber route is aging and has been damaged in the past due to road work incidents, etc., which require an emergency vendor response to repair the breaks. Conduit can also be crushed and fiber can degrade. With current national shortages, time to repair could be lengthy.

Lease?	NO Gra	ant related?	NO	Public Works?	YES	
Fiscal I	mpact			Budget Acc	ount	
Expense	<b>\$</b> 596,462.72			# 5310-73100-	94000-5630	)5
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approva	<u>als</u>			Council Not	ification	<u>S</u>
Dept Hea	<u>ad</u>	SLOON, MIC	HAEL	Study Sessio	n\Other	3/1/2021 Public Safety
<b>Division</b>	Director	FINCH, ERIC		Council Spon	sor	Lori Kinnear
<b>Finance</b>		HUGHES, MI	CHELLE	Distribution	List	
<u>Legal</u>		ODLE, MARI		Accounting - yw	/ang@spok	anecity.org
For the I	<u>Mayor</u>	ORMSBY, MI	CHAEL	Contract Accourt	nting - aduf	fey@spokanecity.org
Additio	nal Approvals			Legal - modle@	spokanecit	y.org
Purchas	ing	WAHL, CON	NIE	Purchasing - cw	ahl@spoka	necity.org
				IT - itadmin@sp	okanecity.	org
				Tax & Licenses		
				ZEROdB - cjaspe	r@zerodbc	omm.com



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

## Agenda Wording

RFP PW ITB 5361-20 bid from Zero dB Communications, LLC., is \$596,462.72 one-time cost including tax, costs are fully covered by ITSD funds. Term of contract to begin on March 22, 2021 and ends on October 1, 2021.

## Summary (Background)

By adding a redundant route, the network traffic can be rerouted during an incident, which will reduce outages of critical City services for Public Safety, websites, staff and citizens from several hours to minimal impact.

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

## Public Safety and Community Health Briefing Paper

Division & Department:	Innovation and Technology Services Division	
Subject:	Diverse fiber route from City Hall to new CCB datacenter	
Date:	March 1, 2021	
Author (email & phone):	Theresa Pellham, <u>tpellham@spokanecity.org</u> , (509) 496-3151	
City Council Sponsor:	CM Lori Kinnear	
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Public Safety and Community Health	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD Strategic Plan for Diverse Fiber Route Utilizing Budget Account # 5310-73100-94000-56305	
Strategic Initiative:	Sustainable Resources	
Deadline:	Contract start date TBD with contractor after Council approval	
Outcome: (deliverables, delivery duties, milestones to meet)	Contractor to build diverse fiber route from City Hall to CCB to ensure fiber breaks do not impact staff and citizens' access to critical City services	

Background/History:

The City Hall datacenter was moved to the CCB to leverage significant existing investments in redundant UPS' and generators to support maximum uptime for City services. The current fiber route is aging and has been damaged in the past due to road work incidents, etc., which require an emergency vendor response to repair the breaks. Conduit can also be crushed and fiber can degrade. With current national shortages, time to repair could be lengthy. By adding a redundant route, the network traffic can be rerouted during an incident, which will reduce outages of critical City services for Public Safety, websites, staff and citizens from several hours to minimal impact. The image below is an example of damage done during roadwork that required emergency conduit replacement and fiber splicing.

The new route also has multiple additional benefits: It will support the extensive street light control network conversion from older, failing legacy copper cable to fiber; it will provide Park's much-anticipated connectivity to Witter Aquatic Center; it incorporates current and well into the future STA needs; and it will also support 5G and other partnership lease opportunities that could reduce costs.



Executive Summary:			
<ul> <li>In ground and overhead construction of new conduit and fiber from City Hall to CCB</li> </ul>			
RFP PW ITB 5361-20 bid from Zero dB Communications, LLC., is \$596,462.72 one-time cost			
including tax			
Costs are fully covered by ITSD funds			
Budget Impact:			
Approved in current year budget? 📕 Yes 🦳 No			
Annual/Reoccurring expenditure? 🦳 Yes 🔚 No			
If new, specify funding source:			
Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:			
Consistent with current operations/policy? 🛛 🔤 Yes 🛄 No			
Requires change in current operations/policy? 🛛 🔲 Yes 📄 No			
Specify changes required:			
Known challenges/barriers:			

City Clerk's No.



## City of Spokane PUBLIC WORKS AGREEMENT Title: DIVERSE FIBER ROUTE

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ZERO DB COMMUNICATIONS, LLC**, whose address is 3715 East Dalke Avenue, Spokane, Washington, 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. <u>PERFORMANCE/SCOPE OF WORK</u>. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled *Build Diverse Fiber Route from City Hall to the Combined Communication Building*, selected via PW ITB 5361-20.

2. <u>CONTRACT DOCUMENTS</u>. The Contract Documents are this Contract, the Contractor's completed bid proposal form, Contractor's Response to Request for Proposal, 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 Innovation and Technology Services Division, and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. <u>TERM</u>. The term of this Contract begins on March 22, 2021, and ends on October 1, 2021, unless amended by written agreement or terminated earlier under the provisions.

4. <u>TERMINATION</u>. 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. <u>COMPENSATION/PAYMENT</u>.

A. <u>COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FIVE HUNDRED NINETY SIX THOUSAND FOUR HUNDRED SIXTY TWO AND 72/100 DOLLARS (\$596,462.72)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

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

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

8. <u>BONDS</u>. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a 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.

9. <u>PUBLIC WORKS REQUIREMENTS</u>. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. <u>INSURANCE</u>. During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved

by the State Insurance Commissioner pursuant to Title 48 RCW:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this 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. <u>INDEMNIFICATION</u>. 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 indemnify provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives

any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

## 13. <u>SUBCONTRACTOR RESPONSIBILITY</u>.

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

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

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

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works

construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).

- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

14. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

## 15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No.

11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

17. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract documents.

18. <u>ASSIGNMENTS</u>. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

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

21. <u>DISPUTES</u>. This Contract shall be performed under the laws of the State of Wash-

ington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

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

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

24. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

26. <u>MODIFICATIONS</u>. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. <u>INTEGRATION</u>. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. <u>FORCE MAJEURE</u>. 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. <u>KEY PERSONS</u>. 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.

#### ZERODB COMMUNICATIONS, LLC

#### **CITY OF SPOKANE**

By	Ву
Signature Date	Signature Date
Type or Print Name	Type or Print Name
	Type of Film Name
Title	Title
nue	The second secon
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Contract:	
Payment Bond	
Performance Bond	
Certification Regarding Debarment	

21-028

#### PAYMENT BOND

#### We, **ZERODB COMMUNICATIONS**, LLC, as principal, and

as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of FIVE HUN-DRED NINETY SIX THOUSAND FOUR HUNDRED SIXTY TWO AND 72/100 DOLLARS (\$596,462.72), 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 Build Diverse Fiber Route from City Hall to the Combined **Communication Building**. 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
- Β. 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	
	ZERODB COMMUNICATIONS, LLC ,
	AS PRINCIPAL
	By: Title:
A valid <u>POWER OF ATTORNEY</u>	AS SURETY
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 therein mentioned.

DATED: \_\_\_\_\_

Signature of Notary Public

My appointment expires \_\_\_\_\_

#### PERFORMANCE BOND

We, ZERODB COMMUNICATIONS, LLC, as principal, and \_\_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of FIVE HUN-DRED NINETY SIX THOUSAND FOUR HUNDRED SIXTY TWO AND 72/100 DOLLARS (\$596,462.72), 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 **Build Diverse Fiber Route from City Hall to the Combined Communication Building.** 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. 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	
	ZERODB COMMUNICATIONS, LLC ,
	AS PRINCIPAL
	By: Title:
A valid POWER OF ATTORNEY	AS SURETY
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 \_\_\_\_\_

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

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

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

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

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

#### Washington State Department of Revenue

#### < Business Lookup

License Infor	mation:				New search Back to	results
Entity name:	ZERO DB COMMUI	NICATIONS LLC				
Business name:	ZERO DB COMMUI	NICATIONS				
Entity type:	Limited Liability Co	mpany				
UBI #:	603-139-193					
Business ID:	001					
Location ID:	0001					
Location:	Active					
Location address:		DALKE AVE NE WA 99217-6!	505			
Mailing address:	PO BOX GREEN	: 13247 BAY WI 54307-3	247			
Excise tax and resel	er permit status:		Click here			
Secretary of State st	atus:		Click here			
Endorsements	5					
Endorsements held a	t this l License #	Count	Details	Status	Expiration da First is	suance
Liberty Lake General Business - Non-Resi				Active	Aug-31-2021 Sep-2	5-2019
Quincy General Busi - Non-Resident	ness			Active	Aug-31-2021 Mar-0	7-2019
Spokane General Business				Active	Aug-31-2021 Jan-29	9-2018
Spokane Valley Gen Business - Non-Resi				Active	Aug-31-2021 Feb-09	9-2018

Governing people	Title	
BOBRIK, JAMES		
BURGESS, THOMAS		
KUHLMANN, ZACH		
LIBBY, BRAD		
Registered Trade Names	5	
Registered trade names	Status	First issued
ZERO DB COMMUNICATIONS	Active	Nov-29-2011
	The Business Lookup information is u 11:52:56 AM	pdated nightly. Search date and time: 12/1/2020

#### **Contact us**

How are we doing? Take our survey!

Don't see what you expected? Check if your browser is supported



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/29/2020

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			CONTACT NAME: Katie Clar	9 <b>9</b> .			
Arthur J. Gallagher Risk Management	Servi	ces, Inc.	PHONE (A/C, No, Ext): 920-34	7 5999	FAX (A/C, No):	020 34	7 5808
245 South Executive Drive Suite 200			E-MAIL ADDRESS: katie_cla		(A/C, No):	920-34	7-5696
Brookfield WI 53005							
							NAIC #
INSURED		ZERODBC-01	INSURER A : Cincinna		Jompany		10677
Zero DB Communications, LLC			INSURER B :				
4916 W. Burroughs Rd			INSURER C :				
Deer Park WA 99006			INSURER D :				
			INSURER E :				
L COVERAGES CEF		ATE NUMBER: 664308288	INSURER F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES			VE BEEN ISSUED TO			HE POL	
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTA	EMENT, TERM OR CONDITION IN, THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE	OR OTHER I	DOCUMENT WITH RESPEC	ст то \	WHICH THIS
INSR LTR TYPE OF INSURANCE		SUBR		POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY		EPP 0459795	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 1,000	,000
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500.0	,
X STOP GAP (WA)					MED EXP (Any one person)	\$ 10,00	0
X Professional					PERSONAL & ADV INJURY	\$ 1,000	,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000	,000
X POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$2,000	,000
OTHER:						\$	, 
A AUTOMOBILE LIABILITY		EBA 0459795	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
X ANY AUTO					BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY SCHEDULED					BODILY INJURY (Per accident)	\$	
AUTOS ONLY     AUTOS       HIRED     X       AUTOS ONLY     NON-OWNED       AUTOS ONLY     X					PROPERTY DAMAGE (Per accident)	\$	
X Hired PD					Deductible	\$ 500 C	Comp & Coll
A X UMBRELLA LIAB X OCCUR		EPP 0459795	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 5,000	,000
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000	,000
DED RETENTION \$	1					\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EWC 0479982	3/1/2020	3/1/2021	X PER OTH- STATUTE ER		
	N/A				E.L. EACH ACCIDENT	\$ 1,000	,000
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000	,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000	,000
A Installation Floater A Property/All Risk		EPP 0459795	1/1/2021	1/1/2022	Limit Limit	\$25,0 \$25,0	00
A Professional		EPP 0459795 EPP 0459795	1/1/2021 1/1/2021	1/1/2022 1/1/2022	Limit	\$1,00	0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Street Obstruction Work- City of Spokane is additional insured for this project.							
CERTIFICATE HOLDER							
City of Spokane 808 W Spokane 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.						
USA			Michael Burg.				
			© 19	988-2015 AC	ORD CORPORATION.	All riał	nts reserved

The ACORD name and logo are registered marks of ACORD

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/3/2021
03/15/2021		Clerk's File #	OPR 2021-0167
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES	Cross Ref #	
<b>Contact Name/Phone</b>	CARLY CORTRIGHT 6263	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0550-MOU WITH COMSTOCK AND CLI	FF-CANNON	

## Agenda Wording

MOU with Comstock and Cliff-Cannon Neighborhood Councils to hang banners from city-owned poles as part of neighborhood beautification.

## Summary (Background)

As part of the Community Engagement Grant process, Comstock and Cliff-Cannon Neighborhood Councils choose to have banners made that represent their neighborhoods to hang from light poles on major corridors through their neighborhoods as part of neighborhood beautification. These MOUs outline a no-cost relationship between the City and both Comstock and Cliff-Cannon NCs in regards to hanging the banners.

Lease?	NO G	Grant related? No	0	Public Works?	NO	
<u>Fiscal</u>	<b>Impact</b>			Budget Acc	<u>ount</u>	
Select	\$			#		
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approv	/als			<b>Council Not</b>	ification	<u>S</u>
Dept He	ad	CORTRIGHT, CA	RLY	Study Sessio	n\Other	PIES 12-14-20
<u>Divisio</u>	n Director	ALEXANDER, CU	JPID	Council Spon	sor	
Finance	2	ORLOB, KIMBER	RLY	<b>Distribution</b>	List	
<u>Legal</u>		SCHOEDEL, ELIZ	ABETH	comstockneight	orhoodcou	uncil@gmail.com
For the	Mayor	ORMSBY, MICH	AEL	ccortright@spo	kanecity.or	g
<u>Additio</u>	onal Approva	S		eschoedel@spo	kanecity.or	g
Purcha	sing					

#### MEMORANDUM OF AGREEMENT Between the City of Spokane and Comstock Neighborhood Council for Banner Displays

This Memorandum of Agreement ("Agreement") is made and effective on December\_\_\_\_\_\_, 2020, by and between the City of Spokane, a municipal corporation located in the state of Washington ("City"), and the Comstock Neighborhood Council ("Neighborhood Council"), a Neighborhood Council, established under the City of Spokane Charter Section VII.

WHEREAS, the City and the Neighborhood Council wish to coordinate and cooperate to hang banners from the light poles along the Grand Business Corridor between 29<sup>th</sup> Avenue and 38<sup>th</sup> Avenue and the perimeters of Comstock Park, located between 29<sup>th</sup> Avenue and 33<sup>rd</sup> Avenue and Post Street and Howard Street ("Banners"); and

WHEREAS, SMC 17C.240.246 provides for Community Banners to be permitted at City-designated locations provided the banner is not commercial advertising; has a principal purpose to promote a community or civic interest; complies with all sign code provisions; does not present a traffic hazard; and

WHEREAS, the Neighborhood Council has identified historic designs depicting the Comstock neighborhood, as depicted in Appendix "A" and which have been approved by City Planning Department, all of which do not obstruct the right-of-way; and

WHEREAS, the Parties agree the Neighborhood Council will maintain, install and care for the Banners; and

WHEREAS, the parties desire to memorialize their agreement as to the arrangements necessary to hang and maintain such Banners;

NOW, THEREFORE, the parties mutually agree as follows:

1. **<u>The City's Obligations</u>**. The City shall:

(a) review Banner designs and mounting requirements timely & respond as applicable;

(b) cap water lines to the light poles used for previous flower baskets; and

(c) assist, as needed with coordination.

The City reserves the right to require any sight-obscuring vegetation or material be altered or removed so as to provide appropriate pedestrian or vehicular line of sight.

The City further reserves the right to require Neighborhood to follow pole specific mounting requirements.

2. <u>The Neighborhood Council Obligations.</u> The Neighborhood Council shall provide, store, install and maintain the Banners including, but not limited to, the following:

(a) maintain the banners is good condition, without rips, tears, or other damage;

(b) immediately repair or replace damaged or defaced banners;

(c) store, install and maintain the Banners in compliance with City rules and regulations, to include SMC 17C.240.246;

(d) employ at their own cost a qualified licensed, bonded, insured individual or company, as approved by Avista for the installation of to hang the banners;

(e) communicate with the City before the installation of banners to assure they do not create pedestrian or vehicular line of sight issues; and

(f) not alter or modify light poles without written approval and inspection from Streets Department Director; and

(g) the designated light poles located along the Grand Business Corridor between 29<sup>th</sup> Avenue and 33<sup>rd</sup> Avenue and perimeters of Comstock Park bordered between 29<sup>th</sup> Avenue and 33<sup>rd</sup> Avenue and Post Street and Howard Street selected for hanging banners are depicted in Attachment "B", any additional poles will need to be approved in writing by the Street Department Director.

3. <u>Safety.</u> Neighborhood Council and its members, agents, representatives, etc. shall take all necessary precautions while working in and around the light poles and installing or maintaining the banners, which or abut the public right of way. This includes, but is not limited to, obtaining any necessary permits from the City while working in and around the area and/or public right of way. The City does not assume liability for the safety of those volunteers working in and around to install the banners.

4. <u>Indemnification</u>. The Neighborhood Council, its representatives, agents and members agree to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Agreement by Neighborhood Council, their agents or employees to the fullest extent permitted by law, to include without limitation, any damage or injury caused by the banners or mounting of the banners.

5. **Assignment and Delegation.** No party may assign its rights or delegate its duties created under this Agreement without the other party's prior written consent, which the other parties shall not unreasonably withhold.

6. <u>Modification</u>. This Agreement shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

7. <u>Term.</u> The provisions of this Agreement shall remain in effect indefinitely from the date of signing. The City reserves the right to terminate this agreement for any reason upon thirty (30) days' notice, or immediately based upon any public health, safety, or welfare concerns.

8. **<u>Governing Law.</u>** This Agreement shall be construed in accordance with the laws of the state of Washington. Any dispute, or litigation arising from, or to enforce this Agreement shall be handled by a court of competent jurisdiction located in Spokane County, Washington.

9. <u>Entire Agreement.</u> This Agreement is fully integrated and constitutes the final, complete, and exclusive statement of the agreement between the parties.

10. **<u>Binding Effect</u>**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, transferees, employees, insurers, representatives, agents, and assigns.

Agreed to by the parties on the \_\_\_\_\_ day of February, 2021

Comstock Neighborhood Council John Schram, Co-Chair February \_\_\_\_\_, 2021

Comstock Neighborhood Council Terryl Black, Co- Chair February \_\_\_\_\_, 2021

City of Spokane

February \_\_\_\_\_, 2021

Approved as to form:

Attest:

Assistant City Attorney

Spokane City Clerk

Attachment A: Graphic showing approved Banners covered in agreement Attachment B: Map and listing of light poles for Banners

#### MEMORANDUM OF AGREEMENT Between the City of Spokane and Cliff/Cannon Neighborhood Council for Banner Displays

This Memorandum of Agreement ("Agreement") is made and effective on February \_\_\_\_\_\_, 2021, by and between the City of Spokane, a municipal corporation located in the state of Washington ("City"), and the Cliff/Cannon Neighborhood Council ("Neighborhood Council"), a "), a Neighborhood Council, established under the City of Spokane Charter Section VII.

WHEREAS, the City and the Neighborhood Council wish to coordinate and cooperate to hang banners from the light poles along Monroe Street between 9<sup>th</sup> Avenue and 15<sup>th</sup> Avenue ("Banners"); and

WHEREAS, SMC 17C.240.246 provides for Community Banners to be permitted at City-designated locations provided the banner is not commercial advertising; has a principal purpose to promote a community or civic interest; complies with all sign code provisions; does not present a traffic hazard; and

WHEREAS, the Neighborhood Council has identified historic designs depicting the Cliff & Cannon neighborhood, as depicted in Appendix "A" and which have been approved by City Planning Department, all of which do not obstruct the right-of-way; and

WHEREAS, the Parties agree the Neighborhood Council will maintain, install and care for the Banners; and

WHEREAS, the parties desire to memorialize their agreement as to the arrangements necessary to hang and maintain such Banners;

NOW, THEREFORE, the parties mutually agree as follows:

#### 1. **<u>The City's Obligations</u>**. The City shall:

(a) review Banner designs and mounting requirements timely & respond as applicable;

(b) cap water lines to the light poles used for previous flower baskets; and

(c) assist, as needed with coordination.

The City reserves the right to require any sight-obscuring vegetation or material be altered or removed so as to provide appropriate pedestrian or vehicular line of sight.

The City further reserves the right to require Neighborhood to follow pole specific mounting requirements.

2. <u>The Neighborhood Council Obligations.</u> The Neighborhood Council shall provide, store, install and maintain the Banners including, but not limited to, the following:

(a) maintain the banners is good condition, without rips, tears, or other damage;

(b) immediately repair or replace damaged or defaced banners;

(c) store, install and maintain the Banners in compliance with City rules and regulations, to include SMC 17C.240.246;

(d) employ at their own cost a qualified licensed, bonded, insured individual or company, as approved by Avista for the installation of the banners;

(e) communicate with the City before the installation of banners to assure they do not create pedestrian or vehicular line of sight issues;

(f) not alter or modify light poles without written approval and inspection from Streets Department Director; and

(g) the 26 light poles along Monroe Street between 9<sup>th</sup> Avenue and 15<sup>th</sup> Avenue selected for hanging banners are depicted in Attachment "B", any additional poles will need to be approved in writing by the Street Department Director.

3. <u>Safety.</u> Neighborhood Council and its members, agents, representatives, etc. shall take all necessary precautions while working in and around the light poles and installing or maintaining the banners, which are in or abut the public right of way. This includes, but is not limited to, obtaining any necessary permits from the City while working in and around the area and/or public right of way. The City does not assume liability for the safety of those volunteers working in and around to install the banners.

4. <u>Indemnification</u>. The Neighborhood Council, its representatives, agents and members agree to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Agreement by Neighborhood Council, their agents or employees to the fullest extent permitted by law, to include without limitation, any damage or injury caused by the banners or mounting of the banners.

5. <u>Assignment and Delegation</u>. No party may assign its rights or delegate its duties created under this Agreement without the other party's prior written consent, which the other parties shall not unreasonably withhold.

6. <u>Modification</u>. This Agreement shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

7. <u>**Term.**</u> The provisions of this Agreement shall remain in effect indefinitely from the date of signing. The City reserves the right to terminate this agreement for any reason

upon thirty (30) days' notice, or immediately based upon any public health, safety, or welfare concerns.

8. <u>**Governing Law.</u>** This Agreement shall be construed in accordance with the laws of the state of Washington. Any dispute, or litigation arising from, or to enforce this Agreement shall be handled by a court of competent jurisdiction located in Spokane County, Washington.</u>

9. <u>Entire Agreement.</u> This Agreement is fully integrated and constitutes the final, complete, and exclusive statement of the agreement between the parties.

10. **<u>Binding Effect</u>**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, transferees, employees, insurers, representatives, agents, and assigns.

Agreed to by the parties on the \_\_\_\_\_ day of February, 2021

Cliff/Cannon Neighborhood Council Patricia Hansen, Chair February\_\_\_\_\_, 2021

February , 2021

City of Spokane

Approved as to form:

Attest:

Assistant City Attorney

Spokane City Clerk

Attachment A:Graphic showing approved Banners covered in agreementAttachment B:Map and listing of light poles for Banners

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/3/2021
03/15/2021	03/15/2021		
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI 625-6061	Project #	
<u>Contact E-Mail</u>	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	<b>Requisition #</b>	
Agenda Item Name	0410 FUNDING FOR TEMPORARY REC	LASSIFICATION FOR F	IRE DISPATCH
Agenda Wording			

Request to transfer existing positions and funding for fire dispatch to the proper fund.

## Summary (Background)

The City's interlocal agreement with Spokane Regional Emergency Communications for the provision of backup coverage for fire communications expired February 1, 2021. The City and Local 29 signed a supplemental agreement temporarily reclassifying three existing firefighter positions to firefighter dispatch positions. The SBO moves those positions to the proper fund and corrects where three additional civilian dispatch positions are budgeted.

rant related? NO	Public Works? NO		
	Budget Account		
	# 1625-35210-28200-XXX	ΚΧ	
	# 1625-35210-97109-8010	)1	
	# 1970-35121-28200-XXX	κx	
	# 1970-35121-97109-8010	)1	
	<b>Council Notification</b>	<u>S</u>	
HUGHES, MICHELLE	Study Session\Other	Public Safety &	
WALLACE, TONYA	Council Sponsor	CM Kinnear	
HUGHES, MICHELLE	<b>Distribution List</b>		
PICCOLO, MIKE	TWALLACE@SPOKANECITY.ORG		
ORMSBY, MICHAEL	BSCHAEFFER@SPOKANECI	TY.ORG	
S	KBUSTOS@SPOKANECITY.	DRG	
	TMWILLIAMS@SPOKANEC	ITY.ORG	
INGIOSI, PAUL			
	HUGHES, MICHELLE WALLACE, TONYA HUGHES, MICHELLE PICCOLO, MIKE ORMSBY, MICHAEL S	Budget Account           # 1625-35210-28200-XXXX           # 1625-35210-97109-8010           # 1970-35121-28200-XXXX           # 1970-35121-28200-XXXX           # 1970-35121-97109-8010           # 1970-35121-97109-8010           Council Notification           HUGHES, MICHELLE           Study Session\Other           WALLACE, TONYA           Council Sponsor           HUGHES, MICHELLE           Distribution List           PICCOLO, MIKE           DISCHAEFFER@SPOKANECITY.O           ORMSBY, MICHAEL           BSCHAEFFER@SPOKANECITY.O           TMWILLIAMS@SPOKANECITY.O	



# SPOKANE Continuation of Wording, Summary, Budget, and Distribution

## **Agenda Wording**

## Summary (Background)

Fiscal Impact	Budget Account
Revenue <b>\$</b> 561,885	<b>#</b> 1630-35210-99999-XXXXX
Expense <b>\$</b> 561,885	<b>#</b> 1630-35210-28200-XXXXX
Distribution List	

#### ORDINANCE NO. C36021

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the various funds, 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 Public Safety Personnel and Crime Reduction Fund, and the budget annexed thereto with reference to the Public Safety Personnel and Crime Reduction Fund, the following changes be made:

FROM:	1625-35210	Public Safety Personnel and Crime Reduct	tion Fund
	28200-02850	Fire Communication Specialist	\$146,103
		(from 3 to 0 positions)	
	28200-52110	Social Security	\$11,178
	28200-52210	Retirement	\$14,610
	28200-52310	Medical Insurance	\$79,185
	28200-52330	Life Insurance	\$450
	28200-52400	Industrial Insurance	\$369
			<u>\$251,895</u>
TO:	1625-35210	Public Safety Personnel and Crime Reduct	tion Fund
-	97109-80101	Operating Transfers-Out – Other/ CCC	<u>\$251,895</u>

Section 2. That in the budget of the Combined Communications Center Fund, and the budget annexed thereto with reference to the Combined Communications Center Fund, the following changes be made:

FROM:	1630-35210 99999-39720 1630-35210		
	99999-39738	Oper. Trans In – EMS Fund	\$309,990
			<u>\$561,885</u>
TO:	1630-35210	Combined Communications Center Fund	
	28200-02850	Fire Communication Specialist (from 8 to 11 positions)	\$146,103
	28200-09240	Firefighter Dispatcher ( (from 0 to 3 positions)	\$210,438
	28200-52110	Social Security	\$14,230
	28200-52210	Retirement	\$14,610
	28200-52230	Pension LEOFF	\$11,218
	28200-52310	Medical Insurance	\$149,233
	28200-52330	Life Insurance	\$450
	28200-52400	Industrial Insurance	\$695
	28200-51640	Deferred Compensation	\$14,908

<u>\$561,885</u>

Section 3. That in the budget of the Emergency Medical Services Fund, and the budget annexed thereto with reference to the Emergency Medical Services Fund, the following changes be made:

FROM:	1970-35121 28200-09240	Emergency Medical Services Fund Firefighter Dispatcher (from 3 to 0 positions)	\$210,438
	22200-52110	Social Security	\$3,052
	22200-52230	Pension LEOFF	\$11,218
	22200-52310	Medical Insurance	\$70,048
	22200-52400	Industrial Insurance	\$326
	22200-51640	Deferred Compensation	\$14,908
			<u>\$ 309,990</u>
TO:	1970-35121 97109-80101	Emergency Medical Services Fund Operating Transfer Out- Other/ CCC	<u>\$ 309,990</u>

Section 4. 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 temporary reclassification of three firefighter positions to firefighter dispatch positions as well as consolidating fire dispatch positions in the proper fund, 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: Assist	ant City Attorney	_
Mayor		Date
Effective Date		

## Briefing Paper Public Safety and Community Health

Division & Department:	Public Safety, Combined Communications Center (Fund 1630)					
Subject:	Temporary Reclassification for Fire Dispatch					
Date:	03/01/2021					
Author (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 625-6061)					
City Council Sponsor:	CM Kinnear					
Executive Sponsor:	Tonya Wallace					
Committee(s) Impacted:	Public Safety & Community Health Committee					
Type of Agenda item:	□ Consent ⊠ Discussion □ Strategic Initiative					
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget					
Strategic Initiative:	Emergency Response Services					
Deadline:						
Outcome:	To reclassify three firefighter positions to fire dispatch positions for a period of 12 months. Also, to accurately budget and account for three other civilian fire dispatchers.					
De alvene un al /III at a mui						

#### Background/History:

The City's interlocal agreement with Spokane Regional Emergency Communications for the provision of backup coverage for fire communications expired February 1, 2021. This left the City's fire dispatch service needing to provide that backup service internally. The most expedient means of meeting that need, due to the long lead for training, is to use firefighters. SFD estimates that 3 additional positions are needed to fully meet the backup need. This will bring the total approved FTE count to 14, 3 of which will be for a 12-month period while the City continues to evaluate and determine the most optimal operational strategy. Of the current 11 fire communication dispatch positions approved for the 2021 Budget, 10 are filled.

Also, as part of the 2021 adopted budget, it was intended to for 3 civilian dispatch positions to be funded from the Public Safety Personnel Levy Fund. Thus, 3 positions were directly placed in that fund. Alternatively, staff recommends moving those positions to the Combined Communications Center Fund and transferring the funding from Public Safety Personnel Levy Fund so that financial reports are more understandable and accurately reflect the full cost of emergency communications dispatch services to internal users and, more importantly, to the public.

#### Executive Summary:

In January 2021, the City and Local 29 signed Supplemental Agreement 2021-3, authorizing the temporary reassignment and reclassification of three firefighter positions to fire dispatch positions for a period of 12 months. The increased cost of fire dispatch is \$309,990, funded from the EMS Fund to Combined Communications Center Fund.

Additionally, moving three civilian dispatch positions to the Combined Communications Center Fund from the Public Safety Personnel Levy Fund, while preserving the intent of the City Council to fund those positions from the Public Safety Personnel Levy Fund. The net impact of the accounting change is zero.

Budget Impact:				
Approved in current year budget?	□Yes	⊠No	□n/A	
Annual/Reoccurring expenditure?	□Yes	⊠No	□n/A	
If new, specify funding source: Reclass			,	
Other budget impacts: (revenue gener		•		

Operations Impact:				
Consistent with current operations/policy?	⊠Yes	□No	□N/A	
Requires change in current operations/policy?	$\Box$ Yes	⊠No	□N/A	
Specify changes required:				
Known challenges/barriers: Known challenges/barriers	:			