

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 3 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 **June 14, 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 **187 618 6416** 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, June 14, 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, June 14, 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!**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- 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, JUNE 14, 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**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

CITY COUNCIL BRIEFING SESSION

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

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

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

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. | One-year Extension (No. 2 of 3) of Water Supply Agreement with the City of Airway Heights through June 15, 2022. (Council Sponsor: Council President Beggs) | Approve | OPR 1984-0475 |
| | Marlene Feist | | |
| 2. | Consulting Contract with HDR Inc. to provide future flows forecast to determine future capital facility need for the update of the Water System Plan. (Council Sponsor: Council President Beggs) | Approve | OPR 2021-0373
ENG 2021080 |
| | Marcia Davis | | |
| 3. | Low Bid Awards of: | Approve
All | |
| | a. National Native American Construction Inc. for CSO 6, 38, 41 Piping Modification—\$97,790. An administrative reserve of \$9,797.90, which is 10% of the contract price, will be set aside. (Council Sponsor: Council President Beggs) | | OPR 2021-0374
ENG 2019147 |
| | b. Shamrock Paving, Inc. (Spokane) for the 2021 Residential Chip Seal Project—\$1,325,325. An administrative reserve of \$132,532.50, which is 10% of the contract price, will be set aside. (Council Sponsors: Council President Beggs and Council Member Cathcart) | | OPR 2021-0375
ENG 2021043 |

Dan Buller

- | | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------|
| 4. | Contract with Better Health Together to provide emergency housing and utility assistance to eligible individuals—\$2,000,000. (Council Sponsor: Council President Beggs)
George Dahl | Approve | OPR 2021-0376 |
| 5. | Recommendation to list the Eastman-Heritage House, 1214 S. Cook Street, on the Spokane Register of Historic Places.
Megan Duvall | Authorize
& Approve
Agreement | OPR 2021-0377 |
| 6. | Contract Amendment with Northwest Industrial Services LLC (Spokane Valley) to increase the scope of the existing contract and to allow for debris transport and dumping at a contractor site where disposal will occur—not to exceed \$170,500. Total Contract Amount: \$220,500. (Council Sponsor: Council President Beggs)
Clint Harris | Approve | OPR 2021-0162 |
| 7. | Contracts with Intermountain Slurry Seal (Reno, NV) to perform: | Approve
All | |
| | a. Arterial Micro Overlay work on Bernard Street—\$89,796.80. | | OPR 2021-0378 |
| | b. 2021 Micro Overlay work on the residential roadways—\$190,238.50.
(Council Sponsor: Council President Beggs)
Clint Harris | | OPR 2021-0384 |
| 8. | Contract with Dundee Concrete & Landscaping, LLC (Mead) to remove and replace the old media for the Bio filter at the Water Reclamation Facility—\$116,120 (plus applicable taxes). (Council Sponsor: Council President Beggs)
Mike Cannon | Approve | OPR 2021-0380
ITB 5415-21 |
| 9. | Agreement with Cummins Sales and Service (Renton, WA) for Generator Planned Maintenance Service from April 15, 2021, through April 14, 2026 utilizing Washington State Master Contract #02420—estimated cost of \$211,000 (plus applicable taxes) over 5 years. (Council Sponsor: Council President Beggs)
Mike Cannon | Approve | OPR 2021-0381 |
| 10. | Contract with Inland Environmental Resources, Inc. (Spokane) to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility from July 1, 2021, through June 30, 2026—\$2,600,000 (plus applicable taxes) per year over 5 years. (Council Sponsor: Council President Beggs)
Mike Cannon | Approve | OPR 2021-0382
ITB-5429-21 |

- | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------|
| 11. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2021-0002 |
|
 | | |
| 12. 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)

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

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

NO SPECIAL BUDGET ORDINANCES

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36064 Clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date. (Council Sponsor: Council Member Wilkerson)

Brian McClatchey

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0048 Naming the tertiary treatment facility at the Riverside Park Water Reclamation Facility after Perry Michael “Mike” Taylor. (Council Sponsor: Council President Beggs)

Raylene Gennett

- RES 2021-0049 Adopting a new city flag for the City of Spokane and expressing gratitude for the work of the volunteer flag commission. (Council Sponsor: Council Member Burke)

Brian McClatchey

- RES 2021-0050 Terminating the local emergency declared in response to the COVID-19 pandemic and any associated emergency orders such as hiring freezes, freezes on contracting for needed City projects, and expenditure limitations beyond the normal fiscal processes and procedures, and expressing Council’s desire to immediately commence swift and strong recovery efforts. (Council Sponsors: Council Members Kinnear, Mumm, and Wilkerson)

Brian McClatchey

- ORD C36061 Relating to the establishment of new special revenue reserve funds; adopting new sections SMC sections 7.08.155 and 7.08156 to Chapter 7.08 of the Spokane Municipal Code. (Council Sponsor: Council Member Wilkerson)

Michelle Hughes

- ORD C36062 Changing the zone from CB-55 (Community Business with a 55’ height limit) to GC-55 (General Commercial with a 55’ height limit) for property located on the southeast corner of the intersection of Sprague Avenue and Havana Street. The parcel is commonly described as 4110 E. Sprague Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map. (Council Sponsor: Council Member Kinnear)

Melissa Owen

- ORD C36063 Repealing the amusement device license fee; repealing chapter 08.12 of the Spokane Municipal Code; and requiring the refunding of such license fees paid in 2020 and 2021. (Council Sponsor: Council Member Stratton) **Brian McClatchey**

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for June 14, 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, June 14, 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 June 14, 2021, Regular Legislative Session of the City Council is adjourned to June 21, 2021.

NOTES

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

06/14/2021

Date Rec'd

6/2/2021

Clerk's File #

OPR 1984-0475

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

MARLENE FEIST 6505

Project #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4100 - WATER & HYDRO

Agenda Wording

One year Extension of Water Supply Agreement with Airway Heights

Summary (Background)

On April 19, 2018, the City agreed to provide to Airway Heights additional short term supplemental emergency water for a period of two (2) years from the initial date of emergency water service. The agreement provides for the Parties to agree and execute three (3) one-year amendments. Airway Heights has requested the second of three extensions.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

FEIST, MARLENE

Study Session\Other

PSCH 6/7/21

Division Director

FEIST, MARLENE

Council Sponsor

C.P. Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

SCHOEDEL, ELIZABETH

mfeist@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

eschoedel@spokanecity.org

Additional Approvals

sburns@spokanecity.org

Purchasing

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division
Subject:	Airway Heights Amended Water Supply Agreement and Emergency Water Service Agreement
Date:	5/24/2021
Author (email & phone):	Marlene Feist mfeist@spokanecity.org (509) 625-6505
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Water System Plan, Link Spokane
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve extension of agreement as provided for under current agreement
Background/History: On April 12, 2018, the City agreed to provide to Airway Heights additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service. The agreement provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions. Airway Heights has requested to second of the 1-year extensions.	
Executive Summary: <ul style="list-style-type: none"> City of Spokane is providing emergency water service to Airway Heights due to contamination in Airway Heights groundwater source for drinking water. The initial 2-year term has expired. The agreement provided for 3 additional 1-year extensions. Airway Heights has requested the second 1-year extension, which would run from June 2021 through June 2022. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



City of Spokane

**2 of 3 Annual Extensions of the Amended
Water Supply Agreement between Spokane
and Airway Heights and Emergency Water
Service**

Title: Emergency Water Service

This Extension of the Amended Water Supply Agreement between Spokane and Airway Heights and Emergency Water Service Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **City of Airway Heights**, whose address is 1208 South Lundstrom, Airway Heights, Washington 99001 as ("**Airway Heights**").

*WHEREAS, the Parties entered into an Amended Water Supply Agreement and Emergency Water Service Agreement, "Agreement" on April 12, 2018 wherein the City agreed to provide to **Airway Heights** additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service; and*

WHEREAS, paragraph 5.2.1 provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions; and

WHEREAS, Airway Heights has requested additional time, and thus the Agreement time for performance needs to be formally extended by this written document, see attached Exhibit "A".

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

1. CONTRACT DOCUMENTS.

The original Agreement Contract, dated April 12, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Extension and Amendment shall become effective on June 15, 2021.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 15, 2022.

All other terms and conditions in the underlying contract shall remain in full force and effect.

4. COMPENSATION.

Airway Heights shall pay the City per the term "Outside City Rate to Other Purveyors" as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule adopted by the Public Works and Utility Division and the Spokane City Council, for everything furnished and done under this Contract Extension.

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

CITY OF AIRWAY HEIGHTS

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk
City of Airway Heights

Approved as to form:

City Attorney
City of Airway Heights

CITY OF SPOKANE

By _____
Signature Date

Nadine Woodard
Type or Print Name

Mayor
Title

Attest:

City Clerk
City of Spokane

Approved as to form:

Assistant City Attorney
City of Spokane

Attachments that are part of this Contract Extension:

Exhibit A – Letter from Airway Heights to Spokane requesting extension, dated May 11, 2021.

U2021-050



May 26, 2021

Ms. Marlene Feist, Public Works Director
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: Extension of Emergency Supplemental Water Service Agreement

Dear Ms. Feist:

I am writing to request an extension of the term for the Emergency Supplemental Connection that was authorized in the Amended Water Supply Agreement between Airway Heights and the City of Spokane dated April 12, 2018.

Since 2018, the City of Airway Heights has been working with the U.S. Air Force to develop long-term strategies for replacing the contaminated water source. The City and U.S. Air Force have identified an alternate water supply as a solution to the well contamination along with other strategies. Based upon these strategies we should have fully replace the lost supply between 2023 and 2025. The City has already been successful in obtaining the majority of the funding.

Thank you for the consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "Albert Tripp". The signature is fluid and cursive, with the first name "Albert" and last name "Tripp" clearly distinguishable.

Albert Tripp, City Manager

Cc: Kevin Anderson, Public Works Director



City of Spokane Future Flows for Water and Sewer

Scope of Services

May 25, 2021



Table of Contents

Background	1
Scope of Services	1
Task 1 Project Management	1
Objective	1
HDR Services	1
City Responsibilities	1
Assumptions	1
Deliverables	2
Task 2 Data Request	2
Objective	2
HDR Services	2
City Responsibilities	2
Assumptions	2
Deliverables	2
Task 3 Baseline Demand Analysis	3
Objective	3
HDR Services	3
City Responsibilities	3
Assumptions	3
Deliverables	3
Task 4 Water Conservation Savings Analysis	3
Objective	3
HDR/MWM Services	3
City Responsibilities	5
Assumptions	5
Deliverables	5
Task 5 Develop Water Use Factors	5
Objective	5
HDR Services	5
City Responsibilities	6
Assumptions	6
Deliverables	6
Task 6 Analyze Future Growth	6
Objective	6
HDR Services	6
City Responsibilities	7
Assumptions	7
Deliverables	7
Task 7 Prepare Water Demand and Sewer Flow Forecast	7

Objective	7
HDR Services	7
City Responsibilities	8
Assumptions	8
Deliverables	8
Task 8 Optional Services	8
Objective	8
HDR Services	8
City Responsibilities	8
Assumptions	9
Deliverables	9
Schedule	10
Fee	10

EXHIBIT A

SCOPE OF SERVICES

Background

HDR Engineering, Inc. (HDR) and its teaming partner, Maddaus Water Management, Inc. (MWM), are assisting the City of Spokane (City) in developing long-range water and sewer flow projections. This effort involves building upon previous demand forecasts and other planning efforts, but also taking a fresh look at recent historical data and trends to forecast water demands and sewer flows that the City will need to plan to serve over the next 50 years. Key elements of the work include developing new water use factors, characterizing changing growth and development patterns, and preparing projections in a way that they can be readily used in a variety of applications, such as the City's hydraulic models.

This work will be used to support the City's Link Strategy for Water and development of the Water System Plan (WSP) update, required for approval by the Washington State Department of Health.

Scope of Services

Task 1 Project Management

Objective

Coordinate task activities among the various HDR and City staff involved. Manage the scope, schedule, and budget for the project.

HDR Services

1. Routine communications among the project team
2. Monitor internal costs, work products, quality control process, and schedule performance over the course of the project
3. Participate in monthly project management check-in meetings with the City project manager
4. Prepare monthly invoices and brief written progress reports to accompany the invoice

City Responsibilities

1. Review monthly progress reports and respond to issues identified, if applicable
2. Process monthly invoices and communicate questions or issues to the HDR project manager

Assumptions

1. Project duration will be 7 months.
2. Seven project management check-in meetings, each ½-hour long, with one HDR staff (project manager) participating. Meeting attendance will be virtual by WebEx or Teams.

Deliverables

1. Monthly invoice and progress report (Portable Document Format [PDF])

Task 2 Data Request

Objective

Identify and acquire information from the City needed for HDR to carry out its assigned tasks.

HDR Services

1. Prepare a prioritized data request listing information needed, years to be covered, and preferred format. This will include, but not be limited to, the following:
 - A. City's analysis and equivalent residential unit (ERU) calculations related to 2018–2020 water consumption
 - B. Recent (at least the last 5 years) well production records, monthly totals, and maximum day values
 - C. Geographic information system (GIS) data (e.g., parcel, land use, building construction date, pressure zones, sewer basins, water meter and sewer flow meter location information)
 - D. Advanced metering infrastructure (AMI) system data associated with new development areas
 - E. Projected population growth
 - F. Public Development Authority (PDA) development plans
2. Review incoming data provided by the City. Maintain and update the data request.

City Responsibilities

1. Provide water system data within the prioritized time frame and in the formats requested in the data request
2. Water system data shall be provided within 7 business days of data requests
3. Provide knowledgeable staff representing the drinking water and sewer system operations and engineering to participate in data collection as needed

Assumptions

1. This data request is not intended to be an extensively time-consuming task. The City will inform HDR if certain requested data items are not readily available.
2. HDR will rely on the information, data, and documents provided by the City for use in its work without independent verification.

Deliverables

1. Data request list, updated as materials are provided by the City (Excel format)

Task 3 Baseline Demand Analysis

Objective

Summarize historical water demand and sewer flow characteristics to develop foundation for forecasts.

HDR Services

1. **Production/consumption data analysis.** HDR will analyze water production and consumption data available since the last WSP update (2016). HDR will calculate the standard water demand metrics of average day demand and maximum day demand by ERU. For multifamily consumption, HDR will develop a relationship between number of housing units per ERU, for use in later tasks for converting future projections of housing units to demand. For commercial/industrial uses as well as mixed-use areas, HDR will use existing data to understand current levels of demand on a per-acre basis (or other metric as appropriate for use in coupling with future land use projections) for various types of development, which can later be converted to ERUs for overall demand accounting.
2. **Spatial analysis.** Using the City's GIS data, HDR will explore demand characteristics on a pressure-zone basis, but also by sewer basin and, if supported by available data, by neighborhood to understand differences in consumption by various areas throughout the city.
3. **Technical memorandum (TM): *Historical Demands/Flows*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to three HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Historical Demands/Flows* TMs are each expected to be no more than 20 pages in length.

Deliverables

1. TM: *Historical Demands/Flows*, draft and final (PDF)

Task 4 Water Conservation Savings Analysis

Objective

Prepare an analysis of water conservation savings potential.

HDR/MWM Services

This task will be performed by MWM with oversight by HDR.

1. **Review historical data.** MWM will inventory and review relevant available data from Tasks 2 and 3 such as historical water use, climate trends, land use development, and demographics. This inventory and analysis will support the development of subsequent tasks (i.e., conservation savings potential). MWM will review the provided documents, then discuss key elements with City staff that are pertinent to the demand forecast and conservation modeling efforts. The goal of this task will be to align the new Water Conservation Plan with the overall City direction and vision.
2. **Evaluate proposed conservation program concepts.** MWM will analyze and prioritize conservation programs and projects by cost-effectiveness and quantifiable water savings. MWM will evaluate the measures listed in the City of Spokane 2020 Water Conservation Plan. MWM will evaluate each measure individually including cost, resources, and staffing needed to implement the program. This information will be reviewed and discussed with City staff such that each measure is clear and practical to implement. It is assumed that the discussion will include a review of future potential large breweries and the cannabis and fertilizer industries, which are possible future commercial businesses in the Spokane region.

MWM proposes to use the Decision Support System for Least-Cost Planning Model (DSS Model) to evaluate conservation savings and cost-effectiveness. For budgeting purposes, MWM assumes for this project that it would use a single DSS Model to represent the City service area.

MWM will quantify the costs and water savings of the selected measures (up to 25 conservation measures) to be analyzed. Water savings, an economic analysis, and the cost of the water conservation measures will be summarized. Cost savings from reduced water demand will be quantified annually and based on avoided costs provided by the City (which reflects the City's specific options for obtaining additional water supply, if needed). MWM will evaluate likely conservation measures in the DSS Model and present benefit-cost information as well as water and energy savings. Measures also will be evaluated from the customer/community perspective.

3. **Conduct priority-setting meeting.** MWM will compile likely measures in up to three program scenarios in the City's DSS Model. Each program scenario (Programs A, B, and C) will contain increasing levels of conservation effectiveness. For example, Program A may include the existing conservation measures implemented by the City (which ideally would have a benefit-cost ratio greater than 1.0, the measures being cost-effective and efficient). Program B, for example, could be a suite of measures, selected through City input, that includes Program A's measures plus measures with benefit-cost ratios greater than 1.0 and/or measures that the City plans to implement. The water savings, benefits, and costs of each program package and associated staffing levels will be computed and included as tables in the analysis and report; the ease and speed of implementation as well as customer receptivity will be considered.

A cost-effectiveness curve will display the results of present value of program costs versus cumulative water savings at the end of the planning period. This curve will be helpful in determining how far to push the "conservation envelope" as the point of diminishing economic returns will be delineated. MWM will review the results of the program analysis with City staff.

At this stage, City staff will likely want to adjust the program contents or add another program for comparison. MWM can modify measures and/or add programs dependent on budget availability. An aggressive program, often labeled Program C, could save more water but be the least cost-effective program overall given that more expensive conservation measures are included. City staff can review and select which measures will be in each of

the programs and add or remove programs once preliminary results are provided. During the DSS Model training, City staff will be shown how to update or modify program elements and scenarios; this is a process that takes only minutes to execute.

4. **Deliver program measure effectiveness evaluation tool.** MWM will provide a copy of the City's DSS Model, which is an Excel-based software tool that serves to meet the City's functionality of a spreadsheet tool, as requested in the Request for Proposal. The City will be able to adjust historical and projected inputs, avoided costs of water, measure specifics, and program building. These will allow the City to develop a benefit-cost analysis, utility and customer costs, estimated water savings and demand reductions for each measure, capital improvement and optimization effort, and cost of savings per unit volume of water.

MWM will provide a suite of training videos that will enable the City to update the DSS Model as needed. The use of topic-based videos arranged in a modular format has been found to offer effective instructional capability greater than a printed user guide. Written information will be provided on data sources and assumptions used in developing the model.

5. **TM: *Water Conservation Savings*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to two MWM staff and two HDR staff participating. Meeting attendance will virtual by WebEx or Teams.
2. The draft and final *Water Conservation Savings* TMs are each expected to be no more than 20 pages in length.
3. DSS Model training videos will be a maximum 4 hours in length.

Deliverables

1. Spokane DSS Model (Excel-based)
2. DSS Model Electronic Training Videos (formatted as *.MP4, *.MOV, or *.AVI).
3. TM: *Water Conservation Savings*, draft and final (PDF)

Task 5 Develop Water Use Factors

Objective

Develop ranges of water use factors for use in preparing water and sewer flow projections.

HDR Services

1. **Examine climate effects.** HDR will review historical climate data to evaluate climate effects on water demands and sewer flows. The following steps will be taken:
 - A. Prepare historical climate trend analysis of maximum, minimum, and average air temperatures with a focus on extremely hot days. Considerations for evaporation and evapotranspiration will also be made.

- B. Prepare historical climate trend analysis of annual, daily, and hourly precipitation. Changes in the number of days with precipitation and precipitation intensities have been shown to greatly impact water use behavior.
 - C. Prepare an extrapolation of these historical trend analyses to future time scales to provide a realistic basis for projected trends.
 - D. Conduct analysis of projected climate trends for temperature and precipitation using site-specific, downscaled climate modeling through either the University of Washington Climate Impacts Group or modeling done through the National Climate Assessment.
 - E. Prepare an analysis cross-correlating analyzed climate and water use trends to develop a probabilistic quantification of anticipated demand outcomes at future time scales.
2. **Examine COVID-19 effects.** HDR will analyze pre- and post-COVID-19 water usage to qualitatively indicate potential impacts on future water consumption.
 3. **Examine conservation effects.** Results of Task 4 will be incorporated and considered in combination with items 1 and 2 above.
 4. **TM: *Water Use Factors*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days.

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to three HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Water Use Factors* TMs are each expected to be no more than 25 pages in length.

Deliverables

1. TM: *Water Use Factors*, draft and final (PDF)

Task 6 Analyze Future Growth

Objective

Develop future growth scenarios reflecting potential development patterns and growth rates.

HDR Services

1. **Develop growth scenarios.** HDR will prepare ranges of growth scenarios based on:
 - A. Ranges of future growth rates, informed by recent historical customer growth trends and City, County, and Office of Financial Management (OFM) projections for future demographic growth.
 - B. Redevelopment and infill scenarios. HDR's water demand and sewer flow forecast approach (described in Task 7) assumes up to five development-related scenarios are considered to reflect the range of potential buildout futures. Scenarios will be defined to

determine “goalposts” that bound the universe of options as well as representative alternatives across the spectrum of potential growth. These will be based on input from Long-Range Planning regarding PDA development plans and likely densities and character of redeveloped portions of the city.

C. Buildout characteristics of future growth areas.

2. **Meet with Long-Range Planning staff.** A meeting will be held with City Integrated Capital Management (ICM) and Long-Range Planning staff to confirm development assumptions and refine growth scenarios.
3. **TM: *Future Growth Scenarios*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to two HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Future Growth Scenarios* TMs are each expected to be no more than 20 pages in length.

Deliverables

1. TM: *Future Growth Scenarios*, draft and final (PDF)

Task 7 Prepare Water Demand and Sewer Flow Forecast

Objective

Prepare long-range water demand and sewer flow forecasts.

HDR Services

1. **Prepare forecasts.** The information prepared in the previous tasks will culminate in the development of a long-range, citywide water demand and sewer flow forecast. This will involve the coupling of water use factors with future growth scenarios to derive projected water demand. Sewer flow forecasts will then be developed from the water demands by applying sewer flow factor, informed both by analysis of winter water usage and available sewer flow monitoring data, and accounting for infiltration and inflow (I/I).
2. **Conduct uncertainty analysis.** A spreadsheet-based tool employing the use of Monte Carlo analysis will be developed to evaluate the uncertainties associated with multiple variables defined in Tasks 5 and 6. The analysis will employ the use of probability distribution curves defined for each variable based on information documented in these previous tasks. The results will include identification of the “most likely” demand/flow forecasts, as well as high and low bounds of the forecast range. The sensitivity of the forecasts to each variable will also be determined.
3. **Format output.** The water demand and sewer flow forecast will be formatted to facilitate easy and ready use for follow-on planning activities such as hydraulic modeling, capital

project capacity analysis, and further conservation program assessment/development. This will include creation of a geodatabase with feature classes that allocate demands/flows spatially based on the results of the analysis.

4. **TM: *Demand/Flow Forecasts*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 2 hours in length, with up to three HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Demand/Flow Forecasts* TMs are each expected to be no more than 50 pages in length.

Deliverables

1. TM: *Demand/Flow Forecasts*, draft and final (PDF)
2. Geodatabase with feature classes that allocate demands/flows spatially based on the results of the analysis of water and sewer demand forecasts.

Task 8 Optional Services

Objective

Provide additional services, if requested by the City.

HDR Services

These services will be provided if requested by the City, and require written authorization from the City project manager prior to funds being expended.

1. **Presentations.** HDR and/or MWM will support up to three results presentations. Such presentations would be for City Administration, City Council, or other audiences as identified by the City. The budget associated with this optional fee is based on two staff members being present at up to three meetings, lasting up to 2 hours each. Preparation of meeting materials is also included.
2. **Capital project review.** The HDR team is prepared to assist the City with evaluating capital projects developed by City staff in the Innovyze models. Our staff are able to quickly model projects or provide review of City modeling efforts as part of this effort or through the On-Call Modeling agreement.
3. **Operations recommendations.** Our operations staff can assist the City with evaluating changes to system operation that may be identified during earlier tasks.

City Responsibilities

1. Review and provide timely, consolidated (conflict-resolved) comments on draft presentation meeting materials within 10 business days. Review and provide timely, consolidated

(conflict-resolved) comments on draft model results within 10 business days. Make appropriate staff available for discussion of potential system operations changes

Assumptions

1. For presentations, meeting attendance will be virtual on the City's chosen platform.
2. For capital project review, this task would require up to 56 staff hours for three HDR staff members. This would include evaluation for 8 to 15 capital projects, depending on the complexity of the project scope. The TMs, draft and final, would each be no more than 3 pages in length. The draft TM would be provided for City comment. City comments would be provided to HDR in a single consolidated document.
3. Operations recommendations would require up to 40 staff hours. Additional assumptions would be identified as recommendations are identified and developed.

Deliverables

1. For presentations, deliverables would include draft meeting materials for the City's review and comment
2. TM: *Capital Project Review*, draft and final (PDF)

Schedule

Milestones	Anticipated Completion Date (2021)
Notice to Proceed	June 1
Task 1 Project Management	November
Task 2 Data Request	June 25
Task 3 Baseline Demand Analysis	August 6
Task 4 Water Conservation Savings Analysis	October 1
Task 5 Develop Water Use Factors	October 1
Task 6 Analyze Future Growth	November 12
Task 7 Prepare Water Demand and Sewer Flow Forecast	November 12
Task 8 Optional Services	TBD

Fee

Task	Task Description	Fee
1	Project Management	\$21,000
2	Data Request	\$7,000
3	Baseline Demand Analysis	\$25,500
4	Water Conservation Savings Potential	\$53,500
5	Develop Water Use Factors	\$25,500
6	Analyze Future Growth	\$21,000
7	Prepare Water Demand and Sewer Flow Forecasts	\$41,500
8	<i>Optional Services (details below)</i>	\$35,000
	<i>Presentations: \$16,000</i>	
	<i>Capital project review: \$12,000</i>	
	<i>Operations recommendations: \$7,000</i>	
Total without Optional Services		\$195,000
Total with Optional Services		\$230,000

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

06/14/2021

Date Rec'd

6/3/2021

Clerk's File #

OPR 2021-0373

Renews #**Cross Ref #****Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Contact Name/Phone**

MARCIA DAVIS 625-6398

Project #

2021080

Contact E-Mail

MDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4250 - HDR FUTURE FLOWS FOR WATER AND SEWER

Agenda Wording

Consulting contract with HDR Inc. to provide future flows forecast to determine future capital facility need for the update of the Water System Plan (WSP).

Summary (Background)

Future water demand must be forecasted to determine future capital facility needs for the update of the Water System Plan (WSP) and the 20-year facility plans. In addition, future sewer base flows must be forecasted to determine future capital facility needs. Consultant will consider factors that may impact future water and sewer flow rates including water conservation, climate impacts, densification and infill, water rights markets, and changes attributable to COVID-19.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 230,000.00

4250-42300-94340-56501-15769

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MILLER, KATHERINE E

Study Session\Other

PIES 5/24/21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

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Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Future Flows for Water and Sewer
Date:	05/24/2021
Author (email & phone):	mdavis@spokanecity.org 570-4162
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2023 Water System Plan Update and Capital Facility Plans for Utilities as part of the City's Comprehensive Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones)	Approval of consultant contract with HDR, Inc.
Background/History: Future water demand must be forecasted to determine future capital facility needs for the update of the Water System Plan (WSP) and the 20-year facility plans. In addition, future sewer base flows must be forecasted to determine future capital facility needs. The consultant will consider factors that may impact future water and sewer flow rates including water conservation, climate impacts, densification and infill, water rights markets, and changes attributable to COVID-19. The flow will be geographically distributed and future Equivalent Residential Unit (ERU) values will be recommended.	
Executive Summary: <ul style="list-style-type: none"> Three consulting firms responded to the future flow RFQ HDR, Inc. was selected as the most qualified consultant. The work will include forecasting the future water demand based on several criteria including conservation, climate impacts, densification, infill, etc. The consultant contract amount is \$200,000 with \$35,000 in optional task. Work is expected to begin in July 2021 and will be completed by the end of 2022. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	



City of Spokane Future Flows for Water and Sewer

Scope of Services

May 25, 2021



Table of Contents

Background	1
Scope of Services	1
Task 1 Project Management	1
Objective	1
HDR Services	1
City Responsibilities	1
Assumptions	1
Deliverables	2
Task 2 Data Request	2
Objective	2
HDR Services	2
City Responsibilities	2
Assumptions	2
Deliverables	2
Task 3 Baseline Demand Analysis	3
Objective	3
HDR Services	3
City Responsibilities	3
Assumptions	3
Deliverables	3
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Objective	3
HDR/MWM Services	3
City Responsibilities	5
Assumptions	5
Deliverables	5
Task 5 Develop Water Use Factors	5
Objective	5
HDR Services	5
City Responsibilities	6
Assumptions	6
Deliverables	6
Task 6 Analyze Future Growth	6
Objective	6
HDR Services	6
City Responsibilities	7
Assumptions	7
Deliverables	7
Task 7 Prepare Water Demand and Sewer Flow Forecast	7

Objective	7
HDR Services	7
City Responsibilities	8
Assumptions	8
Deliverables	8
Task 8 Optional Services	8
Objective	8
HDR Services	8
City Responsibilities	8
Assumptions	9
Deliverables	9
Schedule	10
Fee	10

EXHIBIT A

SCOPE OF SERVICES

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This work will be used to support the City's Link Strategy for Water and development of the Water System Plan (WSP) update, required for approval by the Washington State Department of Health.

Scope of Services

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Objective

Coordinate task activities among the various HDR and City staff involved. Manage the scope, schedule, and budget for the project.

HDR Services

1. Routine communications among the project team
2. Monitor internal costs, work products, quality control process, and schedule performance over the course of the project
3. Participate in monthly project management check-in meetings with the City project manager
4. Prepare monthly invoices and brief written progress reports to accompany the invoice

City Responsibilities

1. Review monthly progress reports and respond to issues identified, if applicable
2. Process monthly invoices and communicate questions or issues to the HDR project manager

Assumptions

1. Project duration will be 7 months.
2. Seven project management check-in meetings, each ½-hour long, with one HDR staff (project manager) participating. Meeting attendance will be virtual by WebEx or Teams.

Deliverables

1. Monthly invoice and progress report (Portable Document Format [PDF])

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Objective

Identify and acquire information from the City needed for HDR to carry out its assigned tasks.

HDR Services

1. Prepare a prioritized data request listing information needed, years to be covered, and preferred format. This will include, but not be limited to, the following:
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 - C. Geographic information system (GIS) data (e.g., parcel, land use, building construction date, pressure zones, sewer basins, water meter and sewer flow meter location information)
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 - E. Projected population growth
 - F. Public Development Authority (PDA) development plans
2. Review incoming data provided by the City. Maintain and update the data request.

City Responsibilities

1. Provide water system data within the prioritized time frame and in the formats requested in the data request
2. Water system data shall be provided within 7 business days of data requests
3. Provide knowledgeable staff representing the drinking water and sewer system operations and engineering to participate in data collection as needed

Assumptions

1. This data request is not intended to be an extensively time-consuming task. The City will inform HDR if certain requested data items are not readily available.
2. HDR will rely on the information, data, and documents provided by the City for use in its work without independent verification.

Deliverables

1. Data request list, updated as materials are provided by the City (Excel format)

Task 3 Baseline Demand Analysis

Objective

Summarize historical water demand and sewer flow characteristics to develop foundation for forecasts.

HDR Services

1. **Production/consumption data analysis.** HDR will analyze water production and consumption data available since the last WSP update (2016). HDR will calculate the standard water demand metrics of average day demand and maximum day demand by ERU. For multifamily consumption, HDR will develop a relationship between number of housing units per ERU, for use in later tasks for converting future projections of housing units to demand. For commercial/industrial uses as well as mixed-use areas, HDR will use existing data to understand current levels of demand on a per-acre basis (or other metric as appropriate for use in coupling with future land use projections) for various types of development, which can later be converted to ERUs for overall demand accounting.
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3. **Technical memorandum (TM): *Historical Demands/Flows*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to three HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Historical Demands/Flows* TMs are each expected to be no more than 20 pages in length.

Deliverables

1. TM: *Historical Demands/Flows*, draft and final (PDF)

Task 4 Water Conservation Savings Analysis

Objective

Prepare an analysis of water conservation savings potential.

HDR/MWM Services

This task will be performed by MWM with oversight by HDR.

1. **Review historical data.** MWM will inventory and review relevant available data from Tasks 2 and 3 such as historical water use, climate trends, land use development, and demographics. This inventory and analysis will support the development of subsequent tasks (i.e., conservation savings potential). MWM will review the provided documents, then discuss key elements with City staff that are pertinent to the demand forecast and conservation modeling efforts. The goal of this task will be to align the new Water Conservation Plan with the overall City direction and vision.
2. **Evaluate proposed conservation program concepts.** MWM will analyze and prioritize conservation programs and projects by cost-effectiveness and quantifiable water savings. MWM will evaluate the measures listed in the City of Spokane 2020 Water Conservation Plan. MWM will evaluate each measure individually including cost, resources, and staffing needed to implement the program. This information will be reviewed and discussed with City staff such that each measure is clear and practical to implement. It is assumed that the discussion will include a review of future potential large breweries and the cannabis and fertilizer industries, which are possible future commercial businesses in the Spokane region.

MWM proposes to use the Decision Support System for Least-Cost Planning Model (DSS Model) to evaluate conservation savings and cost-effectiveness. For budgeting purposes, MWM assumes for this project that it would use a single DSS Model to represent the City service area.

MWM will quantify the costs and water savings of the selected measures (up to 25 conservation measures) to be analyzed. Water savings, an economic analysis, and the cost of the water conservation measures will be summarized. Cost savings from reduced water demand will be quantified annually and based on avoided costs provided by the City (which reflects the City's specific options for obtaining additional water supply, if needed). MWM will evaluate likely conservation measures in the DSS Model and present benefit-cost information as well as water and energy savings. Measures also will be evaluated from the customer/community perspective.

3. **Conduct priority-setting meeting.** MWM will compile likely measures in up to three program scenarios in the City's DSS Model. Each program scenario (Programs A, B, and C) will contain increasing levels of conservation effectiveness. For example, Program A may include the existing conservation measures implemented by the City (which ideally would have a benefit-cost ratio greater than 1.0, the measures being cost-effective and efficient). Program B, for example, could be a suite of measures, selected through City input, that includes Program A's measures plus measures with benefit-cost ratios greater than 1.0 and/or measures that the City plans to implement. The water savings, benefits, and costs of each program package and associated staffing levels will be computed and included as tables in the analysis and report; the ease and speed of implementation as well as customer receptivity will be considered.

A cost-effectiveness curve will display the results of present value of program costs versus cumulative water savings at the end of the planning period. This curve will be helpful in determining how far to push the "conservation envelope" as the point of diminishing economic returns will be delineated. MWM will review the results of the program analysis with City staff.

At this stage, City staff will likely want to adjust the program contents or add another program for comparison. MWM can modify measures and/or add programs dependent on budget availability. An aggressive program, often labeled Program C, could save more water but be the least cost-effective program overall given that more expensive conservation measures are included. City staff can review and select which measures will be in each of

the programs and add or remove programs once preliminary results are provided. During the DSS Model training, City staff will be shown how to update or modify program elements and scenarios; this is a process that takes only minutes to execute.

4. **Deliver program measure effectiveness evaluation tool.** MWM will provide a copy of the City's DSS Model, which is an Excel-based software tool that serves to meet the City's functionality of a spreadsheet tool, as requested in the Request for Proposal. The City will be able to adjust historical and projected inputs, avoided costs of water, measure specifics, and program building. These will allow the City to develop a benefit-cost analysis, utility and customer costs, estimated water savings and demand reductions for each measure, capital improvement and optimization effort, and cost of savings per unit volume of water.

MWM will provide a suite of training videos that will enable the City to update the DSS Model as needed. The use of topic-based videos arranged in a modular format has been found to offer effective instructional capability greater than a printed user guide. Written information will be provided on data sources and assumptions used in developing the model.

5. **TM: *Water Conservation Savings*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to two MWM staff and two HDR staff participating. Meeting attendance will virtual by WebEx or Teams.
2. The draft and final *Water Conservation Savings* TMs are each expected to be no more than 20 pages in length.
3. DSS Model training videos will be a maximum 4 hours in length.

Deliverables

1. Spokane DSS Model (Excel-based)
2. DSS Model Electronic Training Videos (formatted as *.MP4, *.MOV, or *.AVI).
3. TM: *Water Conservation Savings*, draft and final (PDF)

Task 5 Develop Water Use Factors

Objective

Develop ranges of water use factors for use in preparing water and sewer flow projections.

HDR Services

1. **Examine climate effects.** HDR will review historical climate data to evaluate climate effects on water demands and sewer flows. The following steps will be taken:
 - A. Prepare historical climate trend analysis of maximum, minimum, and average air temperatures with a focus on extremely hot days. Considerations for evaporation and evapotranspiration will also be made.

- B. Prepare historical climate trend analysis of annual, daily, and hourly precipitation. Changes in the number of days with precipitation and precipitation intensities have been shown to greatly impact water use behavior.
 - C. Prepare an extrapolation of these historical trend analyses to future time scales to provide a realistic basis for projected trends.
 - D. Conduct analysis of projected climate trends for temperature and precipitation using site-specific, downscaled climate modeling through either the University of Washington Climate Impacts Group or modeling done through the National Climate Assessment.
 - E. Prepare an analysis cross-correlating analyzed climate and water use trends to develop a probabilistic quantification of anticipated demand outcomes at future time scales.
2. **Examine COVID-19 effects.** HDR will analyze pre- and post-COVID-19 water usage to qualitatively indicate potential impacts on future water consumption.
 3. **Examine conservation effects.** Results of Task 4 will be incorporated and considered in combination with items 1 and 2 above.
 4. **TM: *Water Use Factors*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days.

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to three HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Water Use Factors* TMs are each expected to be no more than 25 pages in length.

Deliverables

1. TM: *Water Use Factors*, draft and final (PDF)

Task 6 Analyze Future Growth

Objective

Develop future growth scenarios reflecting potential development patterns and growth rates.

HDR Services

1. **Develop growth scenarios.** HDR will prepare ranges of growth scenarios based on:
 - A. Ranges of future growth rates, informed by recent historical customer growth trends and City, County, and Office of Financial Management (OFM) projections for future demographic growth.
 - B. Redevelopment and infill scenarios. HDR's water demand and sewer flow forecast approach (described in Task 7) assumes up to five development-related scenarios are considered to reflect the range of potential buildout futures. Scenarios will be defined to

determine “goalposts” that bound the universe of options as well as representative alternatives across the spectrum of potential growth. These will be based on input from Long-Range Planning regarding PDA development plans and likely densities and character of redeveloped portions of the city.

C. Buildout characteristics of future growth areas.

2. **Meet with Long-Range Planning staff.** A meeting will be held with City Integrated Capital Management (ICM) and Long-Range Planning staff to confirm development assumptions and refine growth scenarios.
3. **TM: *Future Growth Scenarios*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to two HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Future Growth Scenarios* TMs are each expected to be no more than 20 pages in length.

Deliverables

1. TM: *Future Growth Scenarios*, draft and final (PDF)

Task 7 Prepare Water Demand and Sewer Flow Forecast

Objective

Prepare long-range water demand and sewer flow forecasts.

HDR Services

1. **Prepare forecasts.** The information prepared in the previous tasks will culminate in the development of a long-range, citywide water demand and sewer flow forecast. This will involve the coupling of water use factors with future growth scenarios to derive projected water demand. Sewer flow forecasts will then be developed from the water demands by applying sewer flow factor, informed both by analysis of winter water usage and available sewer flow monitoring data, and accounting for infiltration and inflow (I/I).
2. **Conduct uncertainty analysis.** A spreadsheet-based tool employing the use of Monte Carlo analysis will be developed to evaluate the uncertainties associated with multiple variables defined in Tasks 5 and 6. The analysis will employ the use of probability distribution curves defined for each variable based on information documented in these previous tasks. The results will include identification of the “most likely” demand/flow forecasts, as well as high and low bounds of the forecast range. The sensitivity of the forecasts to each variable will also be determined.
3. **Format output.** The water demand and sewer flow forecast will be formatted to facilitate easy and ready use for follow-on planning activities such as hydraulic modeling, capital

project capacity analysis, and further conservation program assessment/development. This will include creation of a geodatabase with feature classes that allocate demands/flows spatially based on the results of the analysis.

4. **TM: *Demand/Flow Forecasts*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 2 hours in length, with up to three HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Demand/Flow Forecasts* TMs are each expected to be no more than 50 pages in length.

Deliverables

1. TM: *Demand/Flow Forecasts*, draft and final (PDF)

Task 8 Optional Services

Objective

Provide additional services, if requested by the City.

HDR Services

These services will be provided if requested by the City, and require written authorization from the City project manager prior to funds being expended.

1. **Presentations.** HDR and/or MWM will support up to three results presentations. Such presentations would be for City Administration, City Council, or other audiences as identified by the City. The budget associated with this optional fee is based on two staff members being present at up to three meetings, lasting up to 2 hours each. Preparation of meeting materials is also included.
2. **Capital project review.** The HDR team is prepared to assist the City with evaluating capital projects developed by City staff in the Innovyze models. Our staff are able to quickly model projects or provide review of City modeling efforts as part of this effort or through the On-Call Modeling agreement.
3. **Operations recommendations.** Our operations staff can assist the City with evaluating changes to system operation that may be identified during earlier tasks.

City Responsibilities

1. Review and provide timely, consolidated (conflict-resolved) comments on draft presentation meeting materials within 10 business days. Review and provide timely, consolidated (conflict-resolved) comments on draft model results within 10 business days. Make appropriate staff available for discussion of potential system operations changes

Assumptions

1. For presentations, meeting attendance will be virtual on the City's chosen platform.
2. For capital project review, this task would require up to 56 staff hours for three HDR staff members. This would include evaluation for 8 to 15 capital projects, depending on the complexity of the project scope. The TMs, draft and final, would each be no more than 3 pages in length. The draft TM would be provided for City comment. City comments would be provided to HDR in a single consolidated document.
3. Operations recommendations would require up to 40 staff hours. Additional assumptions would be identified as recommendations are identified and developed.

Deliverables

1. For presentations, deliverables would include draft meeting materials for the City's review and comment
2. TM: *Capital Project Review*, draft and final (PDF)

Schedule

Milestones	Anticipated Completion Date (2021)
Notice to Proceed	June 1
Task 1 Project Management	November
Task 2 Data Request	June 25
Task 3 Baseline Demand Analysis	August 6
Task 4 Water Conservation Savings Analysis	October 1
Task 5 Develop Water Use Factors	October 1
Task 6 Analyze Future Growth	November 12
Task 7 Prepare Water Demand and Sewer Flow Forecast	November 12
Task 8 Optional Services	TBD

Fee

Task	Task Description	Fee
1	Project Management	\$21,000
2	Data Request	\$7,000
3	Baseline Demand Analysis	\$25,500
4	Water Conservation Savings Potential	\$53,500
5	Develop Water Use Factors	\$25,500
6	Analyze Future Growth	\$21,000
7	Prepare Water Demand and Sewer Flow Forecasts	\$41,500
8	<i>Optional Services (details below)</i>	\$35,000
	<i>Presentations: \$16,000</i>	
	<i>Capital project review: \$12,000</i>	
	<i>Operations recommendations: \$7,000</i>	
Total without Optional Services		\$195,000
Total with Optional Services		\$230,000



City of Spokane
CONSULTANT AGREEMENT
Title: WATER AND SEWER
FLOW PROJECTIONS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HDR ENGINEERING, INC.**, whose address is 835 North Post Street, Suite 101 Spokane, Washington 99201-2126 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to Develop Long-Range Water and Sewer Flow Projections, and

WHEREAS, the Consultant has been selected through the MRSC A&E Roster.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on June 21, 2021, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not exceed **TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$230,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Integrated Capital Management, 808 West Spokane Falls Blvd., Second Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

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

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

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at

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.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such Consultants do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 agreement. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 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 Consultant'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.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any

obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to

a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultant for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HDR ENGINEERING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Scope of Work

21-101

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

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

06/14/2021

Date Rec'd

6/3/2021

Clerk's File #

OPR 2021-0374

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 – LOW BID AWARD – NNAC INC.

Cross Ref #**Project #**

2019147

Bid #**Requisition #**

22657

Agenda Wording

Low Bid of National Native American Construction Inc. (NNAC) was received on May 27, 2021 for CSO 6, 38, 41 Piping Modification - \$97,979.00. An administrative reserve of \$9,797.90 which is 10% of the contract price, will be set aside. (Audubon/

Summary (Background)

On May 27, 2021 bid was received for the above project. The low bid was from NNAC Inc. in the amount of \$97,979.00, which is \$33,522.00 or 25.5% below the Engineer's Estimate of \$131,501.00; one other bid was received as follows: Corridor Contractors - \$116,835.00. All information will be provided prior to the May 24, 2021 council meeting.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 97,979.00

4250-43416-94350-56501-14430

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BULLER, DAN

Study Session\Other

PIES 5/24/21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

dbuller@spokanecity.org

aduffey@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Downriver, Nevada Heights and Logan Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

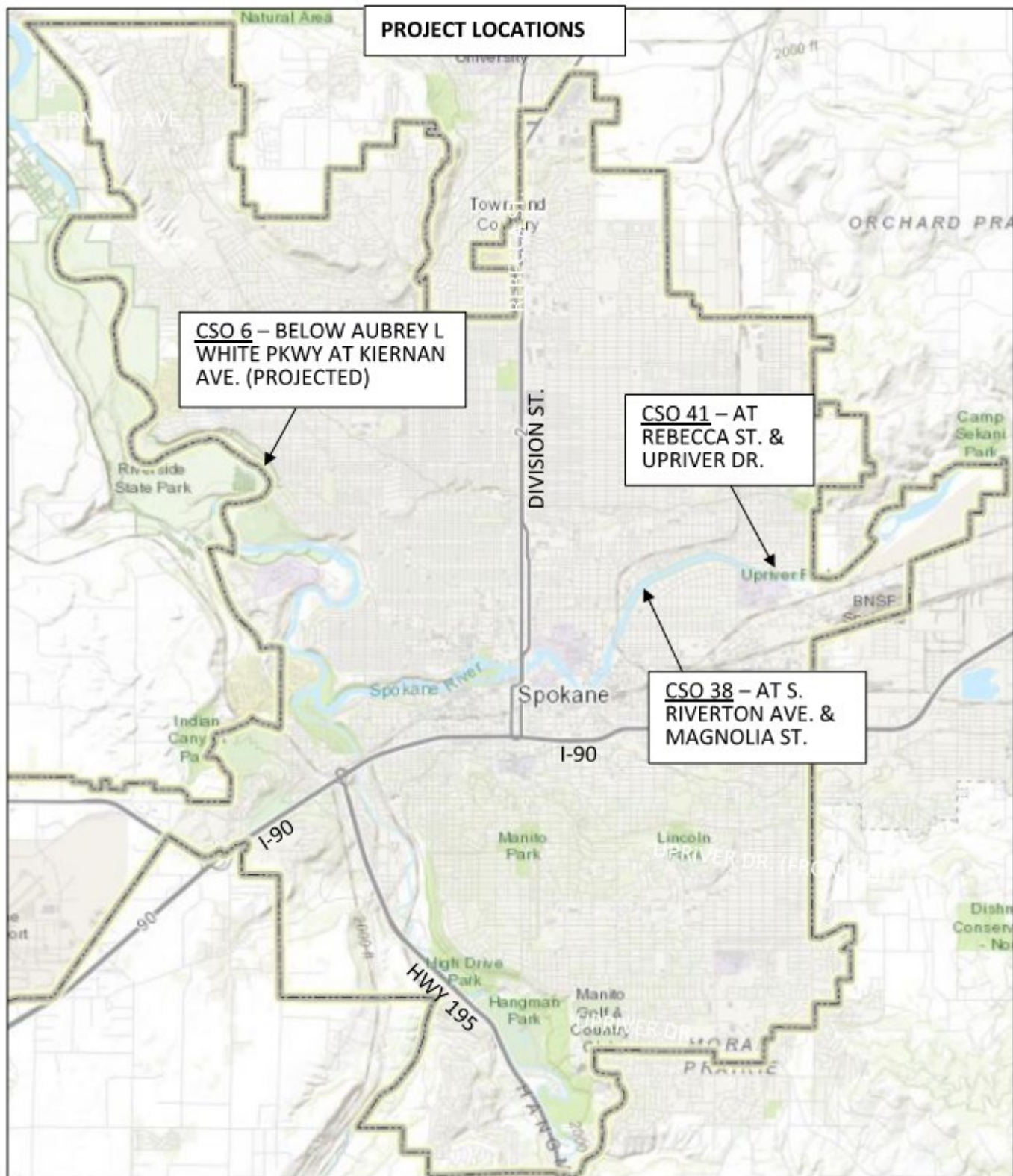
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Distribution List

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	CSO 6, 38 & 41 Piping Modifications
Date:	5-24-21
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Breen Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 Year Sewer Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> Now that the CSO program is done, Wastewater Management proposes to upgrade various CSO outfall pipes. 	
Executive Summary: <ul style="list-style-type: none"> The upgrade at CSO 6 extends the outfall pipe away from the base of Aubrey L White Parkway which washed away several years ago. The upgrade at CSO 38 installs a check valve to prevent river water from flowing into the CSO tank during years of very high river levels. The upgrade at CSO 41 narrows the channel in a diversion vault to mitigate an existing maintenance problem. Funding for this project is local. Work on this project is planned yet this summer. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2019147**

Project Description CSO 6, 38, 41 Piping Modifications

Original Date

5/27/2021 2:00:00 PM

Funding Source

Update Date

Preparer

Addendum

Project Number: 2019147			Engineer's Estimate		NATIONAL NATIVE AMERICAN CONSTRUCTION INC		CORRIDOR CONTRACTORS	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
2	SPCC PLAN	1 LS	500.00	500.00	821.00	\$821.00	500.00	\$500.00
3	MOBILIZATION	1 LS	10,000.00	10,000.00	13,250.00	\$13,250.00	5,500.00	\$5,500.00
4	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	7,706.00	\$7,706.00	8,000.00	\$8,000.00
5	TRENCH SAFETY SYSTEM	1 LS	1,000.00	1,000.00	745.00	\$745.00	7,500.00	\$7,500.00
6	CSO 6 PIPING MODIFICATIONS	1 LS	40,000.00	40,000.00	30,975.00	\$30,975.00	21,611.33	\$21,611.33
7	CSO 38 PIPING MODIFICATIONS	1 LS	20,000.00	20,000.00	25,631.00	\$25,631.00	25,611.33	\$25,611.33
8	CSO 41 PIPING MODIFICATIONS	1 LS	40,000.00	40,000.00	17,303.00	\$17,303.00	42,611.34	\$42,611.34
9	BYPASS PUMPING	1 LS	10,000.00	10,000.00	1,547.00	\$1,547.00	5,500.00	\$5,500.00
Bid Total				\$131,501.00		\$97,979.00		\$116,835.00

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	131,501.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131,501.00
CORRIDOR CONTRACTORS	116,835.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116,835.00
NATIONAL NATIVE AMERICAN CONSTRUCTION INC	97,979.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97,979.00

City Of Spokane
Engineering Services Department
******Bid Tabulation******

Low Bid Contractor: NATIONAL NATIVE AMERICAN CONSTRUCTION INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	106,699.13	143,204.59	25.49 % Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	106,699.13	143,204.59	25.49 % Under Estimate

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

06/14/2021

Date Rec'd

6/3/2021

Clerk's File #

OPR 2021-0375

Renews #**Cross Ref #****Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Project #

2021043

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

BT

Agenda Item Name

0370 – LOW BID AWARD – SHAMROCK PAVING, INC.

Agenda Wording

Low Bid of Shamrock Paving Inc. of Spokane, WA for the 2021 Residential Chip Seal Project in the amount of \$1,325,325.00. An administrative reserve of \$132,532.50, which is 10% of the contract price, will be set aside. (Various Neighborhoods)

Summary (Background)

On May 24, 2021 bids were opened for the above project. The low bid was from Shamrock Paving Inc. in the amount of \$1,325,325.00, which is \$331,684.50 or 25% over the Engineer's Estimate; No other bids were received.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 1,325,325.00

1990-49870-42800-54201-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BULLER, DAN

Study Session\Other

Finance 5/17/21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs/Cathcart

Finance

ORLOB, KIMBERLY

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

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Purchasing

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aduffey@spokanecity.org

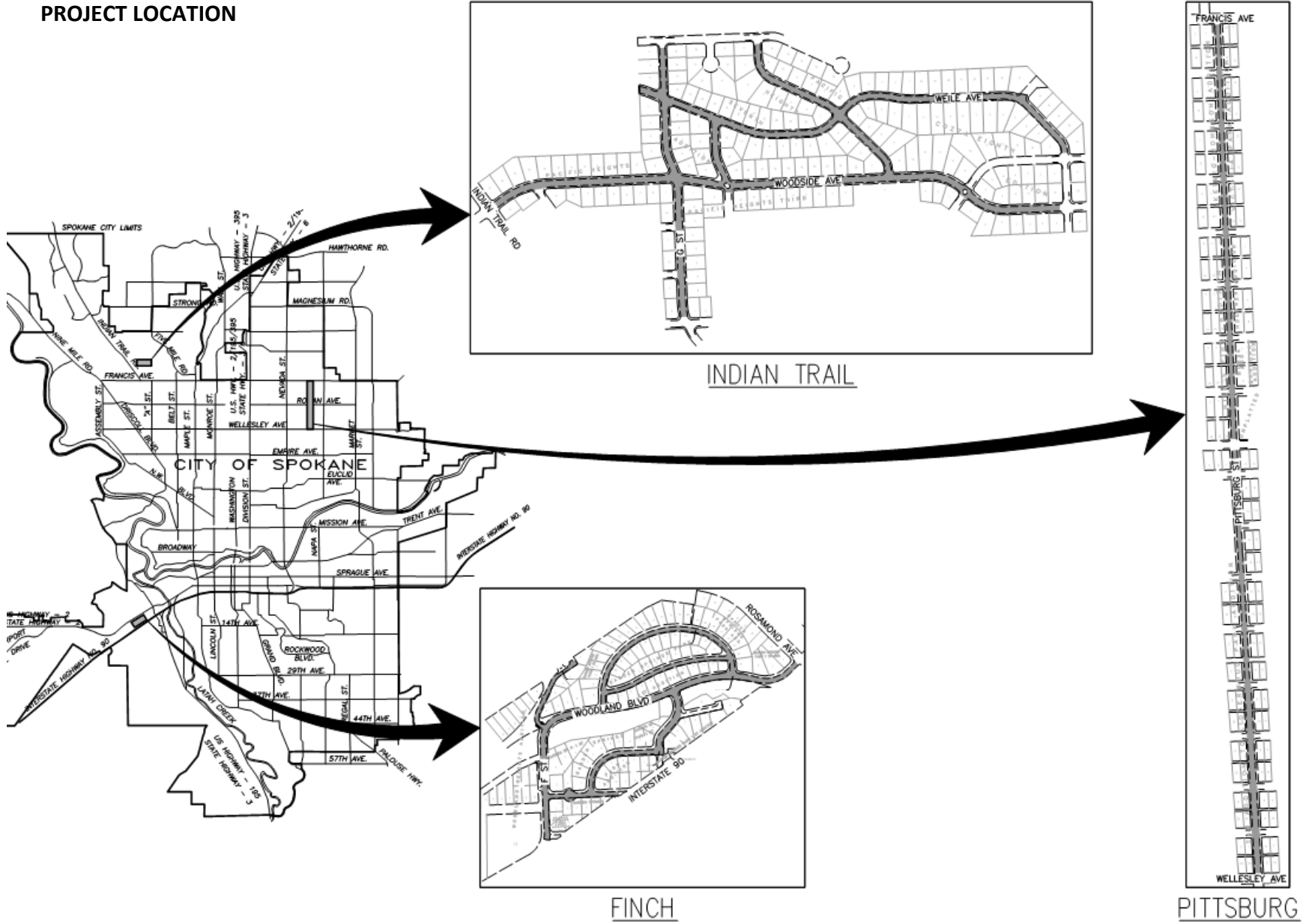
cgreen@shamrockpaving.us

Briefing Paper

Finance & Administration

Division & Department:	Engineering Services; Public Works
Subject:	2021 Residential Chipseal
Date:	May 17, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	CM Beggs & Cathcart
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The project is in the 6 Year Street Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
Background/History: <ul style="list-style-type: none"> This project will chip seal residential streets in three areas as shown on the attached exhibits. Public involvement will consist of a letter and brochure describing the project limits and how chip sealing works mailed to fronting property owners. 	
Executive Summary: <ul style="list-style-type: none"> This project is the annual TBD funded residential chip seal project. Included areas are shown on the attached exhibits. The approximate budget for this project is \$1,000,000. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

PROJECT LOCATION



City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number
Project Description
Funding Source
Preparer

2021043
 2021 Residential Chip Seal

Original Date
Update Date
Addendum

May 24, 2021

Project Number: 2021043			Engineer's Estimate		SHAMROCK PAVING INC	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	1,200.00	1,200.00	2,000.00	\$2,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,000.00	1,000.00	1,000.00	\$1,000.00
4	PUBLIC LIAISON REPRESENTATIVE	1 LS	25,000.00	25,000.00	30,000.00	\$30,000.00
5	MOBILIZATION	1 LS	90,000.00	90,000.00	120,000.00	\$120,000.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	140,000.00	140,000.00	334,771.50	\$334,771.50
7	SEQUENTIAL ARROW SIGNS	140 HR	5.00	700.00	11.00	\$1,540.00
8	TYPE III BARRICADE	317 EA	50.00	15,850.00	50.00	\$15,850.00
9	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	16,000.00	\$16,000.00
10	TREE PROTECTION ZONE	31 EA	350.00	10,850.00	350.00	\$10,850.00
11	REMOVE TREE, CLASS I	1 EA	500.00	500.00	600.00	\$600.00
12	TREE PRUNING	203 EA	350.00	71,050.00	295.00	\$59,885.00
13	REMOVE EXISTING CURB	60 LF	20.00	1,200.00	30.00	\$1,800.00
14	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	20 SY	19.00	380.00	30.00	\$600.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

15	SAWCUTTING CURB	4 EA	50.00	200.00	75.00	\$300.00
16	SAWCUTTING RIGID PAVEMENT	50 LFI	2.00	100.00	6.00	\$300.00
17	SAWCUTTING FLEXIBLE PAVEMENT	10000 LFI	0.90	9,000.00	0.50	\$5,000.00
18	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	20.00	400.00	28.00	\$560.00
19	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	30.00	600.00	50.00	\$1,000.00
20	CSTC FOR SIDEWALK AND DRIVEWAYS	2 CY	180.00	360.00	300.00	\$600.00
21	ASPHALT EMULSION, CRS-2P	80 TON	750.00	60,000.00	700.00	\$56,000.00
22	ASPHALT FOR FOG SEAL	44 TON	750.00	33,000.00	490.00	\$21,560.00
23	AGG. FOR BST, FA-2	78842 SY	2.25	177,394.50	2.75	\$216,815.50
24	ADDITIONAL BROOMING	24 HR	275.00	6,600.00	250.00	\$6,000.00
25	CRACK SEALING, LESS THAN 1 INCH	110000 LF	1.00	110,000.00	1.35	\$148,500.00
26	CRACK SEALING, 1 INCH TO 3 INCH	15700 LF	1.80	28,260.00	2.00	\$31,400.00
27	CRACK SEALING, 3 INCH TO 6 INCH	1000 LF	12.00	12,000.00	4.00	\$4,000.00
28	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	40 TON	180.00	7,200.00	275.00	\$11,000.00
29	COMMERCIAL HMA FOR HAND PLACED PRELEVELING CL. 3/8 IN.	15 TON	600.00	9,000.00	925.00	\$13,875.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	2000 SY	30.00	60,000.00	50.00	\$100,000.00
31	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2000 SY	45.00	90,000.00	41.00	\$82,000.00
32	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	8 EA	500.00	4,000.00	525.00	\$4,200.00
33	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	4 EA	500.00	2,000.00	700.00	\$2,800.00
34	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	500.00	2,500.00	275.00	\$1,375.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

35	ESC LEAD	1 LS	1,500.00	1,500.00	750.00	\$750.00
36	INLET PROTECTION	5 EA	110.00	550.00	105.00	\$525.00
37	TOPSOIL TYPE A, 2 INCH THICK	10 SY	15.00	150.00	25.00	\$250.00
38	SOD INSTALLATION	10 SY	20.00	200.00	35.00	\$350.00
39	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	1,200.00	1,200.00	700.00	\$700.00
40	CEMENT CONCRETE CURB	60 LF	40.00	2,400.00	50.00	\$3,000.00
41	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	3,500.00	3,500.00	7,000.00	\$7,000.00
42	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,000.00	1,000.00	1,500.00	\$1,500.00
43	CEMENT CONCRETE SIDEWALK	40 SY	85.00	3,400.00	89.00	\$3,560.00
44	RAMP DETECTABLE WARNING	16 SF	30.00	480.00	35.00	\$560.00
45	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	1,500.00	1,500.00	2,000.00	\$2,000.00
46	REMOVAL OF EXISTING PAVEMENT MARKINGS	130 SF	4.50	585.00	10.00	\$1,300.00
47	PAVEMENT MARKING - DURABLE HEAT APPLIED	183 SF	10.00	1,830.00	9.00	\$1,647.00
Bid Total			\$993,640.50			\$1,325,325.00



City of Spokane

PUBLIC WORKS CONTRACT

**Title: 2021 RESIDENTIAL
CHIP SEAL PROGRAM**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **2021 RESIDENTIAL CHIP SEAL PROGRAM.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2021, 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 Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-3 for the actual quantities furnished for each bid item.
7. **TAXES.** Bid items in Schedule A-3 will include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department – Construction Management, 1225 East Marietta Avenue, Spokane, Washington 99207-2751. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

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

with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided

by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

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

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

26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at 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.

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

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

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

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-3

PAYMENT BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION THREE HUNDRED TWENTY FIVE THOUSAND THREE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$1,325,325.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2021 RESIDENTIAL CHIP SEAL PROGRAM**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
County of _____) ss.

I certify that I know or have satisfactory evidence that _____ signed this document; on oath stated that he/she was 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, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION THREE HUNDRED TWENTY FIVE THOUSAND THREE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$1,325,325.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2021 RESIDENTIAL CHIP SEAL PROGRAM**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF 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.

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

SCHEDULE A-3
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTI-MATED QUANTI-TIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 2,000.00	\$ 2,000.00
2	REIMBURSEMENT OF THIRD PARTY DAM-AGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 1,000.00	\$ 1,000.00
4	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 30,000.00	\$ 30,000.00
5	MOBILIZATION	1.00 LS	\$ 120,000.00	\$ 120,000.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 334,771.50	\$ 334,771.50
7	SEQUENTIAL ARROW SIGNS	140.00 HR	\$ 11.00	\$ 1,540.00
8	TYPE III BARRICADE	317.00 EA	\$ 50.00	\$ 15,850.00
9	CLEARING AND GRUBBING	1.00 LS	\$ 16,000.00	\$ 16,000.00
10	TREE PROTECTION ZONE	31.00 EA	\$ 350.00	\$ 10,850.00
11	REMOVE TREE, CLASS I	1.00 EA	\$ 600.00	\$ 600.00
12	TREE PRUNING	203.00 EA	\$ 295.00	\$ 59,885.00

13	REMOVE EXISTING CURB	60.00 LF	\$	30.00	\$	1,800.00
14	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	20.00 SY	\$	30.00	\$	600.00
15	SAWCUTTING CURB	4.00 EA	\$	75.00	\$	300.00
16	SAWCUTTING RIGID PAVEMENT	50.00 LFI	\$	6.00	\$	300.00
17	SAWCUTTING FLEXIBLE PAVEMENT	10,000.00 LFI	\$	0.50	\$	5,000.00
18	REMOVE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	28.00	\$	560.00
19	REPLACE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	50.00	\$	1,000.00
20	CSTC FOR SIDEWALK AND DRIVEWAYS	2.00 CY	\$	300.00	\$	600.00
21	ASPHALT EMULSION, CRS-2P	80.00 TON	\$	700.00	\$	56,000.00
22	ASPHALT FOR FOG SEAL	44.00 TON	\$	490.00	\$	21,560.00
23	AGG. FOR BST, FA-2	78,842.00 SY	\$	2.75	\$	216,815.50
24	ADDITIONAL BROOMING	24.00 HR	\$	250.00	\$	6,000.00
25	CRACK SEALING, LESS THAN 1 INCH	110,000.00 LF	\$	1.35	\$	148,500.00
26	CRACK SEALING, 1 INCH TO 3 INCH	15,700.00 LF	\$	2.00	\$	31,400.00
27	CRACK SEALING, 3 INCH TO 6 INCH	1,000.00 LF	\$	4.00	\$	4,000.00
28	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	40.00 TON	\$	275.00	\$	11,000.00

29	COMMERCIAL HMA FOR HAND PLACED PRELEVELING CL. 3/8 IN.	15.00 TON	\$	925.00	\$	13,875.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	2,000.00 SY	\$	50.00	\$	100,000.00
31	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2,000.00 SY	\$	41.00	\$	82,000.00
32	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	8.00 EA	\$	525.00	\$	4,200.00
33	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	4.00 EA	\$	700.00	\$	2,800.00
34	CLEANING EXISTING DRAINAGE STRUC- TURE	5.00 EA	\$	275.00	\$	1,375.00
35	ESC LEAD	1.00 LS	\$	750.00	\$	750.00
36	INLET PROTECTION	5.00 EA	\$	105.00	\$	525.00
37	TOPSOIL TYPE A, 2 INCH THICK	10.00 SY	\$	25.00	\$	250.00
38	SOD INSTALLATION	10.00 SY	\$	35.00	\$	350.00
39	REMOVE AND REPLACE EXISTING SPRIN- KLER HEADS AND LINES	1.00 LS	\$	700.00	\$	700.00
40	CEMENT CONCRETE CURB	60.00 LF	\$	50.00	\$	3,000.00
41	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	7,000.00	\$	7,000.00
42	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	1,500.00	\$	1,500.00
43	CEMENT CONCRETE SIDEWALK	40.00 SY	\$	89.00	\$	3,560.00

44	RAMP DETECTABLE WARNING	16.00 SF	\$	35.00	\$	560.00
45	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	2,000.00	\$	2,000.00
46	REMOVAL OF EXISTING PAVEMENT MARK- INGS	130.00 SF	\$	10.00	\$	1,300.00
47	PAVEMENT MARKING - DURABLE HEAT AP- PLIED	183.00 SF	\$	9.00	\$	1,647.00
Schedule A-3 Subtotal					\$	<u>1,325,325.00</u>
Summary of Bid Items				Bid Total	\$	<u>1,325,325.00</u>

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

06/14/2021

Date Rec'd

6/3/2021

Clerk's File #

OPR 2021-0376

Renews #**Cross Ref #**

OPR 2021-0093

Submitting Dept

HOUSING & HUMAN SERVICES

Contact Name/Phone

GEORGE DAHL 625-6036

Project #**Contact E-Mail**

GDAHL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 22649

Agenda Item Name1680 - CDBG-CV EMERGENCY HOUSING ASSISTANCE FUNDING
RECOMMENDATION**Agenda Wording**

CHHS is requesting permission to enter into contract with Better Health Together to provide emergency housing and utility assistance to eligible individuals. See briefing paper for further details.

Summary (Background)

Members of the CHHS Board's Evaluation and Review Committee met 4/26/21 to discuss applications received in response to the COVID-19 Emergency Housing & Utility Assistance RFP. The Committee recommended that CHHS fund the Better Health Together proposal based on their response to the priorities outlined in the RFP and their partnerships within Spokane's BIPOC communities. Direct client services include mortgage, rental, & utility assistance. The CHHS Board approved the Committee recommendation.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 2,000,000.00

1690-95587-51010-54201-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

LEWIS, DAVID G.

Study Session\Other

PIES - 5/24/2021

Division Director

ALEXANDER, CUPID

Council Sponsor

CP Beggs

Finance

HUGHES, MICHELLE

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Purchasing

WAHL, CONNIE

dglewis@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

calexander@spokanecity.org

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Neighborhoods, Housing & Human Services: CHHS
Subject:	CDBG-CV Emergency Housing Assistance Funding Recommendation
Date:	5/24/2021
Author (email & phone):	George Dahl (gdahl@spokanecity.org , 625-6036)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Cupid Alexander
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020 – 2024 Consolidated Plan 2020-2025 Strategic Plan to Prevent & End Homelessness
Strategic Initiative:	Foster Housing
Deadline:	12/31/2022
Outcome: (deliverables, delivery duties, milestones to meet)	Funding to support the following activities in response to COVID-19 <ul style="list-style-type: none"> Rental, Mortgage, & Utility Assistance Administration Costs
Background/History: Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. Activities must benefit residents within the jurisdiction of the grantee or as permitted by the CARES Act. https://www.hudexchange.info/programs/cdbq-cv/ CARES Act Community Development Block Grant (CDBG-CV) Funds (wa.gov)	
Executive Summary: Members of the CHHS Board's Evaluation and Review Committee met on Monday, April 26, 2021 to discuss applications received in response to the COVID-19 Emergency Housing & Utility Assistance RFP . The Committee discussed each proposal and came to a recommendation that CHHS fund the Better Health Together proposal based on their response to the priorities outlined in the RFP. The Better Health Together proposal will rely on partnerships within Spokane's BIPOC communities to deliver direct client services where they are needed most. These funds will help stabilize housing insecurity for individuals and households directly impacted by the COVID-19 pandemic. Direct client services will include mortgage, rental, & utility assistance. The CHHS Board voted to approve the Evaluation & Review Committee's recommendation at their May 5, 2021 meeting.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: HUD CDBG – coronavirus pass-through funds by HUD Other budget impacts: None.	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

AGREEMENT BETWEEN**CITY OF SPOKANE (“CITY”) AND BETTER HEALTH TOGETHER (“GRANTEE”) IN
CONJUNCTION WITH THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT –
CORONAVIRUS PROGRAM (“CDBG-CV”)**

1. Grantee Better Health Together 1209 West First Avenue Spokane, Washington 99201		2. Contract Amount \$2,000,000.00	3. Tax ID# 90-0997482
			4. DUNS# 078866232
5. Grantee’s Program Representative Hadley Morrow, Program Manager 1209 W. 1 st Ave Spokane, WA 99201 509-954-0831 hadley@betterhealthtogether.org		6. City’s Program Representative George Dahl, Program Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-625-6036 gdahl@spokanecity.org	
7. Grantee’s Financial Representative Kim Heath, Chief Financial Officer 1209 W. 1 st Ave Spokane, WA 99201 509-321-7500 kimh@betterhealthtogether.org		8. City’s Contract Representative George Dahl, Program Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-625-6036 gdahl@spokanecity.org	
9. Grantor Award # B-20-MW-53-0006	10. Start Date 7/1/2021	11. End Date 12/31/2022	
12. Federal Funds Community Development Block Grant – Coronavirus Program	CFDA # 14.218	Federal Agency U.S. Department of Housing & Urban Development (“HUD”)	
13. Total Federal Award \$3,488,214.00	14. Federal Award Date 01/28/2021	15. Research & Development? N/A	16. Indirect Cost Rate N/A
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder		18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
19. Grant Purpose: The Community Development Block Grant – Coronavirus Program is designed to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low- and moderate-income persons. This Agreement is subject to the requirements provided under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) Public Law 116-136, the Housing and Community Development Act of 1974 (42 USC 5301 et seq.), and applicable uniform administrative requirements as described in 24 CFR Part 570 and 2 CFR 200.			
20. CITY and the GRANTEE , as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE’s COVID-19 Emergency Housing and Utility Assistance Application for Funding, (3) Public Services Programs Project Monitoring Guide for Sub-Recipients, (4) Attachment “A” - Suspension & Debarment and FFATA Certification, (5) Attachment “B” - Grantee Billing Form, and (6) Attachment “C” - Activity Report.			

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering a COVID-19 Housing Assistance for Black, Indigenous, and People of Color Communities Program (“Program”) in a manner satisfactory to the CITY, and in accordance with the GRANTEE’s COVID-19 Emergency Housing and Utility Assistance Application for Funding, the Public Services Programs Project Monitoring Guide for Sub-Recipients (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Program will include the following activities eligible under the Community Development Block Grant – Coronavirus Program:

1) Program Delivery.

Activity #1	Grantee shall provide rental, mortgage, and utility assistance for eligible individuals and households directly impacted by the COVID-19 pandemic.
Activity Location(s):	1209 W. 1 st Ave, Spokane, WA 99201

2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all CDBG-CV activities, including general management, oversight, and coordination and training on CDBG-CV requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. NATIONAL OBJECTIVES.

- 1) All activities funded with CDBG-CV funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 2) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. Failure by the GRANTEE to fulfill the national objective may result in grant funds being disallowed and required to be returned to the CITY.

C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES.

- 1) The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

- 2) The GRANTEE agrees to provide the following levels of program services:

Activity #1: # of unduplicated persons served	250
-----------------------------------------------	-----

D. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement in accordance with the Public Services Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: PERIOD OF PERFORMANCE

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY's CDBG-CV Program as funded by HUD. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

SECTION NO. 3: BUDGET

<u>Category</u>	<u>Amount</u>
Operations	\$2,000,000
TOTAL	\$2,000,000

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX and applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for

amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

All services provide shall follow COVID-19 protocols as determined by the Centers for Disease Control and the Spokane Regional Health District.

The GRANTEE shall send essential staff to all mandatory HUD / CITY training and information meetings.

The GRANTEE shall not subaward any funds included in this Agreement without prior written permission from the CITY. The GRANTEE shall submit a copy of all subaward contracts to the CITY's Contract Representative withing fifteen (15) days of the final signature.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with drafts of all public information communications at least forty-eight hours prior to public

release of the communication so that each PARTY can review and provide input or other responses to the draft communication.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR 570.604 and (2) the GRANTEE does not assume the recipient's (CITY) responsibility for initiating the review process under the provisions of 24 CFR Part 52. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

D. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) 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. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers, and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and

- 2) 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 or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

The GRANTEE shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338, 200.339, and 200.340, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

I. 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 GRANTEE 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 GRANTEE 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.

J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required;

- g. Program participant records and services provided;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent

unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over CDBG-CV funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have

an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income

balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206.

3) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

a. Reimbursement Requests:

The GRANTEE shall submit invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail), and complete support documentation. The support documentation shall include copies of receipts, time and effort tracking, and proof of payment.

b. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If

the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Activity Reports

The GRANTEE shall submit quarterly Activity Reports to the CITY for the respective reporting period on the schedule below. These reports shall include Program accomplishments and project beneficiary data, and be in the form and content as required by the CITY herein as Attachment C.

Reporting Period	Due Date
July 1, 2021 – September 30, 2021	October 15, 2021
October 1, 2021 – December 31, 2021	January 15, 2022
January 1, 2022 – March 31, 2022	April 15, 2022
April 1, 2022 – June 30, 2022	August 15, 2022
July 1, 2022 – September 30, 2022	October 15, 2022
October 1, 2022 – December 31, 2022	January 15, 2023

5) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal

participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

2) Domestic Preference

As appropriate and to the extent consistent with law, the GRANTEE should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under this award as required in 2 CFR 200.322.

3) Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;

- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use CDBG-CV assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and
- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the CDBG-CV program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG-CV funds used to acquire the equipment.

SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51%) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the GRANTEE’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance

of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

- b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701).

Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-CV funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-CV funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 6) Copyright
If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- 7) Religious Activities
The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.
- a. Organizations that are directly funded under the CDBG-CV program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

SECTION NO. 10: ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-CV assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

SECTION NO. 11: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION NO. 12: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 13: WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

SECTION NO. 14: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

BETTER HEALTH TOGETHER

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

06/14/2021

Date Rec'd

6/2/2021

Clerk's File #

OPR 2021-0377

Renews #**Submitting Dept**

HISTORIC PRESERVATION

Cross Ref #**Contact Name/Phone**

MEGAN DUVALL 625-6543

Project #**Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0470-EASTMAN-HERITAGE HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES

Agenda Wording

Recommendation to list the Eastman-Heritage House, 1214 S Cook St, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Eastman-Heritage House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

DUVALL, MEGAN

Study Session\Other**Division Director**

BECKER, KRIS

Council Sponsor**Finance**

ORLOB, KIMBERLY

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ORMSBY, MICHAEL

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Additional Approvals

sbishop@spokanecity.org

Purchasing

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Eastman-Heritage House – 1214 S Cook Street

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Originally built in 1910; the Eastman-Heritage House meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- Eligible under **Category C – Architecture**, architecturally significant, the Eastman-Heritage House meets the requirements as a fine example of the American bungalow house form embellished in the Craftsman style, and as the product of two historic master craftsmen—architect Earl W. Morrison and building contractor Amil T. Johnson.
- Eligible under **Category B – Association with an important person**, this category of the Spokane Register of Historic Places recognizes the "associative value" of "properties significant for their association or linkage to...persons important in the past." Sarah Heritage taught piano and music at Whitworth College during her residence in the Eastman-Heritage House. During that time, her daughter, Ruby Heritage, became proficient in music and was celebrated as an accomplished musician, renowned soloist, and professor of music in Europe, the Eastern United States, and Whitworth College (now University) in Spokane, Washington. The Eastman-Heritage House is significant as the home of Sarah and Ruby Heritage for 57 years from 1918 to 1975.
- The property's period of significance is identified as the year it was built: 1910-1975 the period when the home was built to the time when it was sold by Ruby Heritage.

3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Eastman-Heritage House is remarkably well-preserved and is architecturally significant as a hallmark example of the Craftsman architectural style and the bungalow house form in Spokane.

4. Once listed, this property will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Eastman-Heritage House according to the appropriate criteria at a public hearing on 5/19/21 and recommends that the Eastman-Heritage House be listed on the Spokane Register of Historic Places.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

LOT(S) 4, SUBDIVISION OF PARTS OF BLOCKS 23, 22 & D, ALTAMONT ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME M OF PLATS, PAGE 17, RECORDS OF SPOKANE COUNTY WASHINGTON. SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Parcel Number(s) 35214.2611, is governed by a Management Agreement between the City of Spokane and the Owner(s), John & Patricia Hagney, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. _____.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

RECEIVED

MAY 24 2021

PLANNING & DEVELOPMENT City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **May 2021**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **John B. & Patricia L. Hagney** (hereinafter "Owner(s)"), the owner of the property located at **1214 South Cook Street** commonly known as the **Eastman-Heritage House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.


Owner


Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney



STATE OF Spokane)
County of Washington) ss.

On this 20th day of May, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared John Hagney & Patricia Hagney, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they (he/she/they) signed the same as they (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of May, 2021.



[Signature]
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires March 10, 2025

STATE OF WASHINGTON)
County of Spokane) ss.

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name

EASTMAN-HERITAGE HOUSE

Common Name

2. LOCATION

Street & Number

1214 S. Cook Street

City, State, Zip Code

Spokane, WA 99202

Parcel Number

35214.2611

3. CLASSIFICATION

Category

☒ building

☐ site

☐ structure

☐ object

Ownership

☐ public

☒ private

☐ both

Public Acquisition

☐ in process

☐ being considered

Status

☒ occupied

☐ work in progress

Accessible

☒ yes, restricted

☐ yes, unrestricted

☐ no

Present Use

☐ agricultural

☐ commercial

☐ educational

☐ entertainment

☐ government

☐ industrial

☐ military

☐ museum

☐ park

☐ religious

☒ residential

☐ scientific

☐ transportation

☐ other

Site

☒ original

☐ moved

4. OWNER OF PROPERTY

Name

John & Patricia Hagney

Street & Number

1214 S. Cook Street

City, State, Zip Code

Spokane, WA 99202

Telephone Number/E-mail

jhagney052@gmail.com, 509-220-7727

5. LOCATION OF LEGAL DESCRIPTION

Courthouse, Registry of Deeds

Spokane County Courthouse

Street Number

1116 West Broadway

City, State, Zip Code

Spokane, WA 99201

County

Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title

City of Spokane Historic Landmarks Survey

Date

Federal _____ State _____ County _____ Local _____

Location of Survey Records

Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

7. DESCRIPTION

Architectural Classification	Condition	Check One
	<input checked="" type="checkbox"/> excellent <input type="checkbox"/> good <input type="checkbox"/> fair <input type="checkbox"/> deteriorated <input type="checkbox"/> ruins <input type="checkbox"/> unexposed	<input type="checkbox"/> unaltered <input checked="" type="checkbox"/> altered Check One <input checked="" type="checkbox"/> original site <input type="checkbox"/> moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☒ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property	Less than 1 acre.
Verbal Boundary Description	Altamont Addition, Johnson Subdivision, Lot 11.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27 th Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	May 19, 2021

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

13. SIGNATURE(S) OF OWNER(S)

14. FOR OFFICIAL USE ONLY

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

City Council/Board of County Commissioners' decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor—City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



The Eastman-Heritage House in 2021

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1910, the architecturally significant Eastman-Heritage House is well-preserved as a hallmark example of the Craftsman-style bungalow, a well-loved American tradition that enjoyed wide popularity throughout the United States during the first 30 years of the 20th century.¹ The home is one and one-half stories with a low-pitched gable-front roof and widely overhanging exposed eaves. The front gable roof extends over a full-width covered front porch. The covered porch is supported by massive square pillars made of ashlar basalt. Wide bargeboards with cutout tail designs outline the slope of the roof and are supported by massive knee-brace brackets. Focal points of the home's east façade are artistically displayed in the gable peak and gable field above the porch with false half-timbering and textured stucco infill positioned above a wide horizontal ribbon of four multi-paned windows, and a center balconette with a cutout balustrade supported by corbelled brackets. The second floor is clad with painted rectangular cedar shingles, and the first floor is covered with painted narrow-width horizontal clapboard siding. A single-car unattached garage with a front gable roof is located behind the house and is also clad with narrow-width clapboard siding. The property is located on a quiet side street in the Altamont Addition, a largely historic residential neighborhood in East

¹ McAlester, Virginia & Lee McAlester. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1989.

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

Central Spokane. The Eastman-Heritage House retains excellent integrity in original location, design, materials, workmanship, and association, and is eligible for individual listing on the Spokane Register of Historic Places.

CURRENT APPEARANCE & CONDITION

Site

The Eastman-Heritage House is located in the center of Lot 11 in Johnson Subdivision in the Altamont Addition, and faces east onto South Cook Street. Lot 11 is deep and narrow on a north-sloping grade, and follows an east/west axis. The lot measures 50 feet wide, 237 feet deep at the north boundary, and 241 feet deep at the south boundary. Grassy lawn, mature trees, and an artistic array of shrubs and flowers surround the Eastman-Heritage House. The surrounding neighborhood is nearly all residential with mostly historic single-family homes constructed from 1900 to 1950.

House Exterior

The exterior perimeter of the Eastman-Heritage House measures 33 feet wide, 43 feet deep, and is set back 36 feet from its eastern facade border at South Cook Street. Protected with composition shingles, a low-pitched front gable roof covers the house. The home's east façade is prominent with an eight-foot-deep and 33-foot-wide, full-width covered front porch supported by massive square ashlar basalt pillars and basalt porch walls. The foundation is exposed at ground level and is made of a combination of basalt ashlar and basalt rubblemix. The porch ceiling is covered with narrow-width tongue-in-groove wood planks, and the porch deck is made of scored concrete. Four concrete steps rise to the porch deck from a curvilinear concrete walkway that meanders to a public sidewalk in front of the house.



The interior face of the front door at the Eastman-Heritage House

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

The first-floor porch leads to a front door, which is next to a ribbon of three multi-paned windows to the south, and a large picture window capped with a narrow leaded-glass transom to the north. The front door is made of honey-colored oak with a plain lower inset panel and an unusual upper light made of 8/4 leaded-glass, designed as a three-sided bay window that protrudes outward at the exterior face of the door.

The roof at the south side of the house supports a large center cross-gable with wide bargeboards. The cross-gable has widely overhanging eaves supported by corbelled brackets. A horizontal row of four multi-paned windows at the second floor are located under a false half-timbered gable peak with textured stucco infill. The first floor is punctuated with an asymmetrical assortment of various-sized windows, and is clad with narrow-width horizontal wood clapboard siding while the second floor is clad with cedar shingles. A wide horizontal stringcourse separates the first and second floors. A wood drip course is located along the bottom edge of the first floor.



North elevation detail of the Eastman-Heritage House

The north side of the house also has a center cross-gable with widely overhanging eaves and a wide bargeboard. The basement foundation is made of ashlar basalt, the first floor is clad with narrow-width horizontal clapboard siding, the second-floor gable field is covered with cedar shingles, and the gable peak is embellished with false half-timbering and textured stucco infill. A large red brick tapered-and-stepped chimney is located on the north side of the house, and protrudes through the roof close to the northeast corner of the house by the front porch. Two 6/1 double-hung wood-sash windows flank the brick chimney at the first floor. A single-story box bay with a large tripartite window is located west of the chimney at the first floor in the center of the house. The box bay has a shed roof, widely overhanging eaves, and projecting rafter tails. Next west of the box bay is a small 6/1 multi-paned wood-sash window, which illuminates the kitchen. A

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE

smaller, plain single-story box bay is located at the northwest corner of the house on the first floor. The small box bay has a shed roof with a small overhang, and is embellished with a centered 1/1 double-hung wood-sash window.



West rear elevation of the Eastman-Heritage House

The rear of the house faces west and has a clipped gable roof. Like the rest of the house, the rear elevation's roof has a wide bargeboard, widely overhanging eaves, and a gable peak with false half-timbering, textured stucco infill, and eave knee-brace brackets. A horizontal stringcourse separates the gable peak from a second-floor gable field. The second floor is covered with cedar shingles while the first floor is clad with narrow-width horizontal wood clapboard siding. Another horizontal stringcourse separates the first floor from the second floor. Four multi-paned windows light the second floor, and two 8/1 double-hung wood-sash windows light the first floor. A small enclosed single-story back porch is located on the northwest corner of the home's rear west face. It measures 14 feet wide and extends outward eight feet from the house. The enclosed porch is clad with a continuation of clapboard siding from the first floor of the house, reveals a basalt basement foundation wall, and has an exterior door on the porch's south wall. A wood deck extends south from the enclosed porch across the home's west rear face. Wood steps at the deck descend west to the property's backyard, which is landscaped with grassy lawn, leaf-bearing and evergreen trees, and a profusion of annual and perennial flowering plants.

Garage

A single-lane black-top driveway extends west from Cook Street between the north side of the house and the property's north border to a detached single-car garage located behind the house. The one-story garage measures 12 feet wide and 18 feet deep, and is

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

covered with a gable front roof. It was built in 1918 for a reported price of \$125.² A small addition with a shed roof and exposed rafter tails was added to the east front of the garage in the 1960s-1970s to lengthen the garage so as to accommodate longer automobiles. The garage and shed roof are covered with composition shingles, and is clad with narrow-width horizontal wood clapboard. A side door opens from the south elevation of the garage. A fixed multi-pane window is located next to the door. The garage is unfinished in the interior. A small storage shed is attached to the west rear of the garage.

House Interior

Spokane County Tax Assessor files report the first floor has 1,510 finished square feet, the second floor has 800 finished square feet, and the basement is unfinished with 1,386 square feet.³ The door at the east façade opens into a front entry hall on the first floor. The front hall leads south to a library located in a southeast facade corner of the house, north to a living room in the northeast corner of the house, and extends 14 feet west to an interior door that opens to the master bedroom located along the center south wall.



A built-in bookcase in the library of the Eastman-Heritage House

The Library

Entered from the front entry hall, a small eight-foot by ten-foot library was built in the southeast corner of the first floor. A row of six multi-paned casement windows follows the inside of the southeast corner with three windows on the east wall and three windows

² Spokane City Permit #9503, May 1918, for new construction of a private single-car garage for \$125.

³ Spokane County Tax Assessor Records. Spokane County Courthouse, Spokane, WA.

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

on the south wall. A continuous wainscot shelf cap is located on the south, east, west and north walls at the lower-edge of the windows. A wainscoting of four-inch-wide vertical boards spaced 12 inches apart is located under the wainscot shelf cap on the north, east and south walls only. In contrast, the west wall supports a row of three built-in bookcases with two doors per bookcase and rows of drawers beneath the doors. The doors are made of leaded glass and colored cathedral glass designs. All of the woodwork in the library is walnut-stained oak except for honey-colored oak floors.

Living Room

Twin colonnades with tapered square columns anchored to half-height pedestal walls are located at either side of an opening to the living room. The living room is large and measures 14 feet wide and 18 feet long. A large picture window with a narrow leaded-glass transom light illuminates the living room. A matte-finish tiled fireplace with two flanking multi-paned windows is located on the center of the north wall. Two unique mantels are located above the firebox on a ceramic-tiled surround. Made of honey-colored quarter-saw oak, a short mantel located just above the firebox is thick and plain with square edges and corners, a curved and outward-flared center, and is supported with corbelled brackets that match those located beneath the balconette on the east façade of the house. Above the small center mantel are two 24-inch-wide mantel shelves—one located on the left side of the fireplace surround, and one located at the right side of the fireplace surround. The two shelves are separated by a 24-inch-wide gap. The vertical sides of the fireplace and the mantels are made of honey-colored quarter-sawn oak. The hearth is covered with matte-finish ceramic tile.



Living room fireplace in 2021

Exposed honey-colored quarter-sawn oak beams support the ceiling in the living room. Floors in the library, master bedroom, entry hall, and living room are made of three-quarter-inch-thick, honey-hued, quarter-sawn oak planks. The oak floor reveals an artistic design with one-inch-wide strips of inlaid walnut that surround the perimeter of the living room, front entry hall, and library. Inlaid walnut strips meet in the living room and the library's four corners to form Greek Key designs.



Corner inlaid Greek Key design in floor

Dining Room

The living room opens west to a formal dining room through a six-foot-wide opening in the wall, which hides a pair of oak-paneled pocket doors. The dining room measures 12 feet by 15 feet, and features a continuation of exposed ceiling beams found in the living room. The dining room floor is covered in the same honey-colored quarter-sawn oak planks and perimeter walnut inlaid strips as the living room. A large tripartite window illuminates the entire dining room from the north wall. A focal point in the dining room is a built-in buffet & hutch on the south wall. It is six-feet-wide and features drawers as well as leaded-glass cabinets with colored cathedral glass. A beveled mirror backsplash and a buffet serving counter are located under the glass doors. The counter curves outward and is supported by a corbelled bracket that matches those used to support the fireplace mantels.

Woodwork around doors and windows in the entry hall/living room/dining room as well as the two half-walled colonnades in the front entry hall, ceiling beams in the living and dining rooms, pocket doors, fireplace mantels, and the dining room's hutch & buffet are all made of the finest quality quarter-sawn oak finished in a golden honey color. Ceilings are eight-feet high. Floors are oak hardwood with inlaid perimeter strips.



The dining room oak buffet & hutch in the Eastman-Heritage House

Service Hall & Kitchen

A door on the west wall in the dining room leads to an interior service hall that opens to the kitchen in the northwest corner of the house, a guest bedroom in the southwest corner of the house, a master bedroom on the center south wall of the house, a bathroom on the west wall, and a partially enclosed west-wall stairway that rises to the second floor. The kitchen has an eight-foot-high ceiling, ceramic tile floor, built-in counter tops, built-in cupboards/cabinets, and a built-in dishwasher.

Bedrooms & Bathroom

A painted built-in linen closet in the service hall is located between the two bedrooms on the first floor. The center south-wall master bedroom is reached by a door that opens from the west end of the front entry hall into the bedroom, and from a door in the central service hall. The master bedroom is large with a hardwood oak floor, an eight-foot-high ceiling, and is finished with painted doors and woodwork. A second bedroom—a southwest corner guest bedroom—is smaller than the master bedroom and is reached from a door in the service hall. The guest bedroom has an oak hardwood floor, an eight-foot-high ceiling, and painted doors and woodwork. A hall bathroom is reached from a door in the service hall. The bathroom has a ceramic tile floor, eight-foot ceilings, painted woodwork, toilet, washbasin, bathtub, and a built-in painted vanity.

Second Floor

A partially enclosed wood staircase rises to the second floor from the interior service hall. The staircase opens to a second-floor hallway, which is illuminated by two multi-paned casement windows on the west wall at the top of the stairs. A painted-wood balustrade with narrow wood vertical balusters and thick, square, wood newel posts protects the stairwell's open north side. A bathroom is located on the south side of the interior stairwell wall that is between the bathroom and the hallway. The bathroom has a multi-paned window on the west wall that looks onto the back yard, a ceramic tiled floor, sloped ceiling (following the slope of the low-pitched roof), built-in vanity with a sink, a toilet, and a full-size cast-iron bathtub with pedestal feet. A four-foot-wide center hallway runs east from the bathroom to a large bedroom on the east wall. The bedroom has a row of four east-facing multi-paned casement windows that overlook the front yard of the property. An identical bedroom with a row of four multi-paned casement windows is located on the south wall, and an identical bedroom with a row of four windows is located on the north wall. The second floor has sloped ceilings, which follow the low-pitched roof slope. Ceiling heights vary in height at seven-and-a-half-feet or less. Floors (except the bathroom) are mostly unfinished four-inch-wide fir planks. Walls and ceilings are finished and painted. Woodwork is painted.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The earliest photograph discovered of the Eastman-Heritage House was featured in an April 24, 1910 *Spokane Spokesman-Review* newspaper. Like the 1910 photograph, additional photographs from 1960 and 1962 show the exterior design at the east façade and part of the north elevation, which matches the original preserved appearance of the house in 2021.

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

Modifications to the Eastman-Heritage House include the following:

- 1910 A Spokane City water meter and necessary wiring and plumbing were installed in the house when it was constructed.
- 1918 A one-story, single-car detached frame garage was built for \$125 (Spokane City building permit #9503).⁴
- 1918-1940 As noted on building permits, various electrical and plumbing repairs and updates were completed to the house.
- 1939 A Spokane City sewer permit (#15888) was issued.
- 1940 The back porch at the northwest rear corner of the house was enclosed and made part of the kitchen (Spokane City building permit #61028).⁵
- 1940-2005 The house has been reroofed at least three times since it was built in 1910. Interior and exterior repainting as well as electrical and plumbing repairs have occurred at different times. The original oak dining room wainscoting described in a 1910 newspaper article was removed at an unknown date before 1995.
- 1980-1990 The kitchen was remodeled with a ceramic tile floor, built-in casework and counter top.
- 2015-2021 A mix of repairs and upgrades have occurred, beginning in 2015 and extending through 2021. They include replacement of inappropriate non-original attached light fixtures with appropriate period-compatible ceiling and/or wall light fixtures; refinished hardwood oak floors at first floor; remodeled kitchen with new built-in counters and casework; replaced exterior west rear wood deck; replaced metal overhead garage door; replaced water and sewer line to code; updated all original knob & tube wiring to code; repaired/rebuilt basement laundry area; replaced roof covering with composition shingles to code; repaired/refinished 2nd floor attic hallway, bathroom and bedrooms.

⁴ Spokane Building Permit #9503, 1918, \$125.

⁵ Spokane Building Permit #61028, 1940, \$100



1962 photograph of the Eastman-Heritage House ⁶

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Area of Significance</i>	<i>Architecture, Significant Individuals</i>
<i>Period of Significance</i>	<i>1910-1975</i>
<i>Built Date</i>	<i>1910</i>
<i>Architect</i>	<i>Earl W. Morrison</i>
<i>Contractor</i>	<i>Amil T. Johnson</i>

Summary Statement

Constructed in 1910, the Eastman-Heritage House is eligible for listing on the Spokane Register of Historic Places under Categories B and C for significance related to individual persons and to historic architecture. The home spans a 66-year period of significance from 1910 to 1976. Important as the property's first homeowners, retirees David & Eliza Eastman purchased the home in 1910 for \$4,500 from Amil T. Johnson, the contractor who built it. In 1918, Sarah Heritage and her daughter, Ruby, bought the house from the Eastman's. Sarah Heritage was a celebrated pianist at Whitworth College in Spokane, and her daughter, Ruby Heritage, was famously known as an internationally acclaimed soloist, voice instructor, department dean, and distinguished music professor at different times in New York, Maryland, Pennsylvania, Mississippi, Spokane, and various European countries. Master Spokane architect, Earl W. Morrison, and accomplished

⁶ Barrett Real Estate Company, Rhodes Collection. Northwest Museum of Arts & Culture, Spokane, WA.

contractor, Amil T. Johnson, designed and built the residence in 1910.⁷ The Eastman-Heritage House is remarkably well-preserved and is architecturally significant as a hallmark example of the Craftsman architectural style and the bungalow house form in Spokane.

HISTORIC CONTEXT

Altamont Addition

Platted in 1888, the Altamont Addition was located outside and east of Spokane's city limits, and was legally referred to as the Town of Altamont. The word "altamont" means "high mount" and was used to describe the steep rocky basalt bluffs that characterize the area's topography. In 1906-07, the Addition was re-platted and annexed to the City of Spokane. The Altamont Addition contained affordable lots for sale that radiated from a circular tree-lined street (E. South Altamont Boulevard and E. North Altamont Boulevard) located in the center of the neighborhood, and offered building sites with panoramic views of the city. Although somewhat remote in the early 20th century, the Altamont Addition's picturesque setting beckoned prospective homeowners to enjoy life in the country while also enjoying city amenities conveniently located in the area. These amenities included the development of mixed-use commercial/residential services along nearby South Perry Street, public transportation and public schools, buried sewer lines, delivered electricity and fresh tap water, graded streets with poured concrete curbing, and newly planted street trees. From 1888 to 1950, the Altamont Addition developed as a residential urban neighborhood with single-family dwellings. Homes spanned a plethora of styles and sizes from small vernacular bungalows to larger Queen Anne, Colonial Revival, and Arts & Crafts examples. One of the homes built in the neighborhood included the Eastman-Heritage House, which is architecturally significant as an excellent example of the Craftsman style used to embellish a bungalow form. Located towards the east end of South Altamont Boulevard, the home is sited on Lot 11 on South Cook Street in Johnson's Subdivision, part of the larger Altamont Addition.

INDIVIDUAL SIGNIFICANCE

Category B

Category B of the Spokane Register of Historic Places recognizes the "associative value" of "properties significant for their association or linkage to...persons important in the past."⁸ Sarah Heritage taught piano and music at Whitworth College during her residence in the Eastman-Heritage House. During that time, her daughter, Ruby Heritage, became proficient in music and was celebrated as an accomplished musician, renowned soloist, and professor of music in Europe, the Eastern United States, and Whitworth College (now University) in Spokane, Washington. The Eastman-Heritage House is significant as the home of Sarah and Ruby Heritage for 57 years from 1918 to 1975.

While residing in the Eastman-Heritage House, Sarah Heritage taught music and piano at Whitworth College while Ruby Heritage earned a Bachelor of Science degree from Columbia University in 1925. She was later awarded a three-year graduate fellowship in

⁷ *Spokesman-Review*, April 24, 1910.

⁸ *National Register Bulletin 15*, 1995.

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

voice from the Julliard School of Music in New York City, and served as a soloist on NBC Radio for the Greater New York Federation of Churches.



Photograph of Ruby Heritage as a Whitworth College professor for the Department of Music in 1947⁹

Highly educated and well-traveled, Ruby earned diplomas at Fontainebleau, France and at the American School of Music, and presented concerts in Europe and throughout the United States. She “taught voice at Maryland State Normal School, was dean of music at a junior college in Pennsylvania, and head of the voice department at Mississippi State College for Women before joining the Air Corps Division of the WACs (Women’s Army Corps) in November 1943.”¹⁰

After World War II, Ruby earned a Master’s Degree in Music at Chicago’s Musical College in 1945, and returned to Spokane where she joined Whitworth College as a Professor of Music in 1946. Ruby continued to live in Spokane in her home at the Eastman-Heritage House on South Cook Street, and became active in the Spokane Musical community. “She served on the board of Columbia Concerts, was head of the voice division of the Greater Spokane Musical & Arts Festival in 1949, and was a director of Sweet Adelines.”¹¹ Her many memberships included the Friday Musical

⁹ *Natsihi Yearbook*, Whitworth College, 1947.

¹⁰ *Spokane Daily Chronicle*, 16 August 1987.

¹¹ *Ibid.*

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

Club, Nile Chanters, Washington State Music Teachers Association, National Association of Teachers of Singing Inc, and the Spokane Altrusa Club. Ruby Heritage was soloist with the First Presbyterian Church, and Central Methodist Church choirs. In 1965, she was listed in city directories as a “house mother” to nursing students at “Deaconess Hospital.” She retired in 1975, sold the Eastman-Heritage House, and moved to Coeur d’Alene. Ruby Heritage died in 1987.

Subsequent Homeowners

After 58 years of ownership, Ruby Heritage sold the Eastman-Heritage House to Malvin & Glenna Lord in 1976 for \$35,000. In 1991, Art & Kerrie Nichols purchased the property for \$105,000.

John & Patricia Hagney bought the Eastman-Heritage House in 1994. A dedicated educator for 45 years, John retired from instructing AP History and AP Art History at Lewis & Clark High School in Spokane Public School District 81, and from his teaching position as an adjunct professor for Spokane Falls Community College. Like John, Patricia Hagney also contributed to the field of education in Spokane. She was the art teacher at St. Aloysius Elementary School for 13 years, followed by employment with Spokane Public School District 81 as an art instructor for 16 years at Sacajawea Middle School. John and Patricia Hagney raised two daughters, and are the proud grandparents of three grandchildren.

ARCHITECTURAL SIGNIFICANCE

Category C

To be eligible for listing on the Spokane Register of Historic Places under Category C, a property must meet at least one of the following requirements: 1) embody distinctive characteristics of a type, period, or method of construction, or 2) represent the work of a master. Architecturally significant, the Eastman-Heritage House meets both of the aforementioned requirements as a fine example of the American bungalow house form embellished in the Craftsman style, and as the product of two historic master craftsmen—architect Earl W. Morrison and building contractor Amil T. Johnson.¹²

Earl W. Morrison (1889-1955)

Architect

The Eastman-Heritage House is a good representation of the work of master architect, Earl W. Morrison. Morrison was first listed in Spokane city directories in 1906 as an electrician. In 1907, he worked as a “helper” for prominent building contractor, F. E. Peterson, and in 1909 as an independent “designer.” In 1911, he listed himself as an architect with an office in the Paulsen Building in downtown Spokane. He shared the office with Amil T. Johnson, a successful professional carpenter and builder who built the Eastman-Heritage House. Together, Morrison and Johnson erected many homes throughout Spokane. Documented properties designed by Earl W. Morrison include the following:

¹² *National Register Bulletin 15*, 1995.

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

• 624 W. 15th Avenue	Built in 1909
• 1628 W. 9th Avenue	Built in 1909
• 522 W. Cotta Avenue	Built in 1910
• 1214 S. Cook Street	Built in 1910
• 1128 W. 8th Avenue	Built in 1910
• 505 W. Kiernan Avenue	Built in 1910
• 1125 S. Bernard Street	Built in 1910
• 814 S. Lincoln Street	Built in 1910
• 903 S. Adams Street	Built in 1910
• 1126 S. Cedar Street	Built in 1910
• 458 W. 15th Avenue	Built in 1910
• 547 E. Rockwood Boulevard	Built in 1911
• 416 E. Rockwood Boulevard	Built in 1911
• 415 E. 12th Avenue	Built in 1912
• 540 E. Rockwood Boulevard	Built in 1912
• 220 E. Manito Place	Built in 1912
• 210 E. Sumner Avenue	Built in 1912
• 702 S. Bernard Street	Built in 1912
• 904 W. 7th Avenue	Built in 1913
• 2007 S. Rockwood Boulevard	Built in 1913
• 505 E. Rockwood Boulevard	Built in 1913
• 2020 S. Rockwood Boulevard	Built in 1913
• 424 W. 17th Avenue	Built in 1913
• 1704 W. 8th Avenue	Built in 1913
• 626 W. 21st Avenue	Built in 1914
• 749 E. 23rd Avenue	Built in 1916
• 2411 S. Tekoa Street	Built in 1920

In partnership with fellow architect, V.S. Stimson, Earl Morrison was also responsible for the design of the McDonald-Hopkins House at 1305 E. Overbluff Road (built in 1918), and a home located at 8909 N. Mountain View Lane in Spokane (built in circa 1914).

Earl Wilson Morrison was born in Iowa in December 1889, relocated to Spokane, Washington with his family, and was educated in Spokane public schools. After high school graduation, Morrison studied architecture at the Art Institute of Chicago. In 1912, Spokane historian and *Spokesman-Review* newspaper reporter, N. W. Durham, said Earl Morrison “displayed remarkable talent in his profession,” and explained that “while a boy in the public schools of Spokane, [he] designed some of the most attractive residences in this city.”¹³

¹³ Durham. 1912.

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

A century later in 2012, Spokane architect Glenn Davis discovered Earl Morrison's work while renovating a 1912 Morrison-built home on Rockwood Boulevard. Impressed with Morrison's "sophistication of design," Davis was "surprised to discover the architect designed the home at the age of 23." The house was "among many large, impressive South Hill homes that Spokane's 'boy architect' had designed as a high school and college student."¹⁴

Morrison practiced in Spokane for 15 years from 1909 to 1924. A brief interruption in his architectural work occurred during World War I. After he was made an officer in the United States Army in 1917, Captain Earl W. Morrison was sent to France to serve as a commanding officer in the Quartermaster Corps. As reported in an August 5, 1918 article in the *Spokane Daily Chronicle*, it was Morrison's duty to "to keep a division (30,000 men) supplied with wearing apparel and food, and to provide transportation for them."¹⁵

Earl Morrison returned to Spokane after the war. He designed (alone and in partnership) at least 29 homes, one auto body shop, one luxury apartment building, and founded a real estate development corporation in Spokane, called the City Investment Company. Completed as single-family homes for families, and as large residences for wealthy clients, the homes designed by Earl Morrison rivaled the artistic and stylistic designs rendered by other prominent Spokane architects who were Morrison's contemporaries at the time. Architects include Kirtland Cutter (one example is the Glover Mansion), John K. Dow (Paulsen House), George Keith (Hutton House), Harold Whitehouse (St. John's Cathedral), Joseph T. Levesque (S. 1708 Maple Boulevard), W.W. Hyslop (W. 525 Waverly Place), and Albert Held (W. 1225-19th Avenue).

In 1924, he moved to Washington's Pacific Coast where he worked in Seattle and various Western Washington communities. He died in 1955.¹⁶ The 1928 professional journal, *Pacific Builder & Engineer*, celebrated Morrison with the following praise:

*Morrison is perhaps one of the best-known architects, as least as far as the general public is concerned, in the State of Washington. Scarcely a town in the state cannot show an example of his handiwork. He has done a volume of work that extends from Bellingham in Grays Harbor on the coast and as far east as northern Idaho.*¹⁷

Amil T. Johnson (1874-1950)

Builder

Born in Sweden in 1874, Amil Theodore Johnson came to Spokane in 1904 when he was 30 years of age. He is first listed in Spokane city directories in 1905, when he described his employment as a "setter" for the Sawmill Phoenix Company in Spokane. He boarded

¹⁴ *Spokesman-Review*, 2012.

¹⁵ *Spokane Daily Chronicle*, 1918.

¹⁶ *Spokane City Directories*.

¹⁷ *Pacific Builder & Engineer*, 1928.

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE

in downtown Spokane in a hotel on W. Riverside and listed himself in the *Spokane City Directory's* classified business section as a “builder/carpenter” doing business at 515 W. 3rd Avenue (now demolished). By 1906, A.T. Johnson was living in a house he built at 1704 E. 11th Avenue. The next year in 1907, Johnson listed his residence at 1708 E. 11th Avenue—in a house he built next door east to 1704 E. 11th Avenue. By 1908, Johnson called himself a “building contractor” in alphabetical sections of the directory, and a “contractor/builder” under “Carpenters” in the directory’s business section.

As recorded in various Spokane city directories, Johnson lived as a “contractor in residence,” living in some of the homes he built as he was building them. In 1909, A.T. Johnson lived in the house he built at 2414 E. South Altamont Boulevard. The following year in 1910, Johnson relocated to a house at 1204 S. Cook at the corner of Altamont Boulevard and Cook Street, and lived in the house while he constructed it and the Eastman-Heritage House at 1214 S. Cook Street. In 1912 and 1913, Johnson built three homes side-by-side on South Ash Street between 8th and 9th Avenues, and lived in at least one of them as he erected the dwellings. During this time, he shared offices with Spokane architect Earl W. Morrison and Morrison’s father, James W. Morrison, owner of a real estate/insurance business in Spokane. James Morrison’s real estate/insurance business was located in Suite 202 in the Paulsen Building on West Riverside Avenue in downtown Spokane’s central business district. Earl Morrison and Amil Johnson were kept busy designing and building houses for James Morrison, who sold them on the speculative market or as custom-designed and custom-built homes for many of Spokane’s wealthy clients and social elite. In 1914, Amil Johnson moved to Deer Park, and by 1919, Johnson and his family had moved to Alberta, Canada.

A successful and experienced builder, Amil T. Johnson constructed at least 24 documented homes and two apartment buildings in Spokane from 1905 to 1917. He came back to Spokane in 1926 to build the Flanders House at S. 1905 Rockwood Boulevard, and then returned to Alberta, Canada. A list of homes he built in Spokane includes the following:

- | | |
|-----------------------------------|---------------|
| • 1704 E. 11 th Avenue | Built in 1905 |
| • 1708 E. 11 th Avenue | Built in 1905 |
| • 1718 E. 11 th Avenue | Built in 1906 |
| • 2406 E. South Altamont Blvd. | Built in 1908 |
| • 2414 E. South Altamont Blvd. | Built in 1909 |
| • 1204 S. Cook Street | Built in 1909 |
| • 1628 W. 9 th Avenue | Built in 1909 |
| • 1314 W. 8 th Avenue | Built in 1909 |
| • 903 S. Adams Street | Built in 1910 |
| • 1214 S. Cook Street | Built in 1910 |
| • 814 S. Lincoln Street | Built in 1910 |
| • 1125 S. Bernard Street | Built in 1910 |
| • 313 E. Bridgeport Avenue | Built in 1911 |

**Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE**

- | | |
|------------------------------------|-------------------------------------|
| • 416 E. Rockwood Boulevard | Built in 1911 |
| • 27302 N. Spotted Road, Deer Park | Built in 1912 (Amil Johnson's home) |
| • 415 E. 12 th Avenue | Built in 1912 |
| • 704 S. Ash Street | Built in 1912 |
| • 708 S. Ash Street | Built in 1912 |
| • 714 S. Ash Street | Built in 1912 |
| • 702 S. Bernard Street | Built in 1912 |
| • 2007 S. Rockwood Boulevard | Built in 1913 |
| • 505 E. Rockwood Boulevard | Built in 1913 |
| • 1220 W. 6 th Avenue | Built in 1915 |
| • 2515 S. Garfield Road | Built in 1915 |
| • 1905 S. Rockwood Boulevard | Built in 1926 |

The "Cipher"

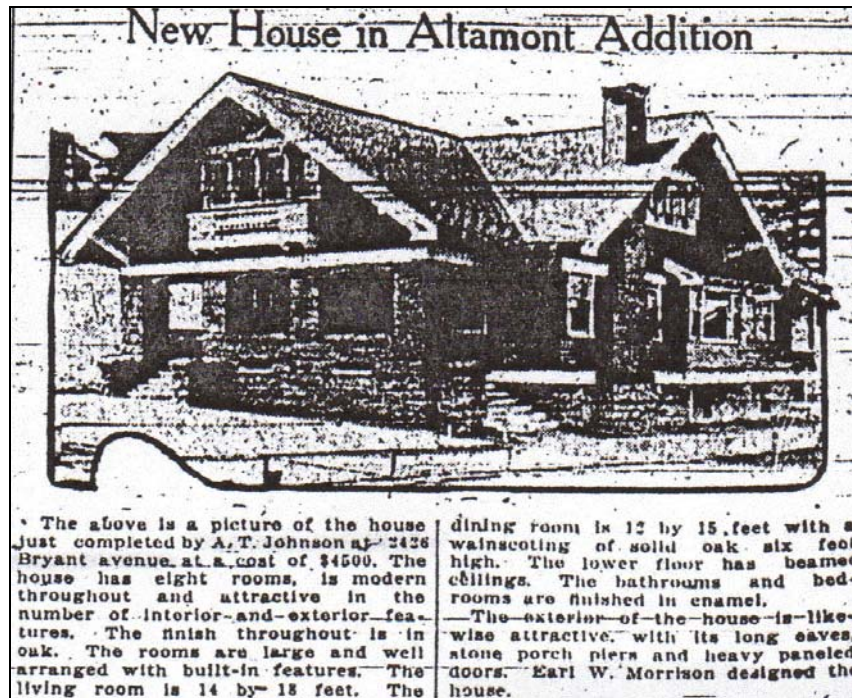
During the early 1900s in Spokane, it was not uncommon for architects and builders to be identified by certain architectural features. For example, Spokane architect W. W. Hyslop developed a specific bracket/brace design, which he used on many homes. Spokane builder John Anderson used glazed terra cotta ceramic roof tiles in orange/red/brown colors to cover the roofs on many homes he built in Spokane. It is not surprising that Spokane builder Amil T. Johnson became well-known for his signature design—hardwood floors articulated with narrow strips of dark-brown-stained inlaid mahogany or walnut floor strips. Johnson's "Greek Key" designs were especially popular in perimeter corners of living rooms, dining rooms, and libraries as found in the Eastman-Heritage House.

Tangible evidence of Johnson's professional craftsmanship is demonstrated throughout the various homes he constructed in Spokane, especially on the South Hill and in the Rockwood National Register Historic District. Amil T. Johnson was as excellent and prolific a builder in Spokane as Earl W. Morrison was an accomplished Spokane architect. Together they left a legacy of beautiful Spokane homes they designed and erected together from 1907 through 1915.

The Eastman-Heritage House

Architecturally significant under Category C, the Eastman-Heritage House is an excellent example of the bungalow house form and the Craftsman style. The house was built in 1910 by Amil T. Johnson from architect Earl Morrison's plans. Johnson purchased the property in 1909, which is located on Lot 11 in Johnson's Subdivision, a small east corner in the larger Altamont Addition. Including the Eastman-Heritage House, A.T. Johnson built three homes on three lots in Johnson's Subdivision.

On April 24, 1910, a published *Spokesman-Review* newspaper article featured the following photograph and caption of the Eastman-Heritage House:



NEW HOUSE IN ALTAMONT ADDITION

The above is a picture of the house just completed by A. T. Johnson at 2426 Bryant Avenue (now addressed as 1214 S. Cook Street) at a cost of \$4,500. The house has eight rooms, is modern throughout and attractive in the number of interior and exterior features. The finish throughout is in oak. The rooms are large and well-arranged with built-in features. The living room is 14 by 18 feet. The dining room is 13 by 15 feet with a wainscoting of solid oak, six feet high. The lower [first] floor has beamed ceilings. The bathrooms and bedrooms are finished in enamel [paint]. The exterior of the house is likewise attractive with its long eaves, stone porch piers and heavy paneled doors.

Earl W. Morrison designed the house.¹⁸

The Bungalow House Form

A “bungalow is a form of house” while an architectural style is defined as a “particular period and genre of design.”¹⁹ The “bungalow house type is a single-family residence, one story or one-and-one-half-stories high, and designed in elevation, plan, and roofline to achieve a horizontal and rectangular emphasis.”²⁰ The word *Craftsman* refers to an architectural style that usually embellishes a bungalow form.

The American word *bungalow* was derived from the British and East Indian words *bangla* and *bangala*, which referred to low, one-story thatched huts with wide verandas

¹⁸ *Spokesman-Review*, 1910.

¹⁹ Cigliano, Jan. *Bungalow: American Restoration Style*. 1998.

²⁰ *Ibid.*

and porches built in Hindi East India during British occupation. Wide thatched roof overhangs kept most of the hot sun from heating up walls. “By the late 18th-century, the British had already anglicized *bangala* into *bungalow*, and had adapted aspects of its basic form to serve as a model for their own dwellings.”²¹

The 19th-century bungalow became popular with the British and was eventually built around seaside resorts in England. Ideal values attributed to bungalows were described as “simple; comfortable; nature’s materials and colors and forms; modest; crafted by artisans; integrated with the natural environment; affordable; and art in form and function.”²² The bungalow house form became particularly popular in the United States, especially along the West Coast in areas like Pasadena, California.

The Craftsman Style

Popular from about 1900 to 1930, the Craftsman style swept the country with designs and materials that could be easily adapted for affordable single-family homes. In direct rebellion to the tall, elaborate, usually costly Queen Anne styles that preceded it, the Craftsman aesthetic and design tradition was embraced by the masses and became one of America’s most dominant styles. In the United States, the style originated in Southern California with many landmark examples built in the Pasadena and Berkley areas. California’s Craftsman-style homes were given extensive publicity in such magazines as the *Western Architect*, *House Beautiful*, *Architect*, *Good Housekeeping*, *Architectural Record*, *Country Life in America*, and the *Ladies’ Home Journal*, thus familiarizing the nation with the style. Gustav Stickley, the famed American Craftsman-style designer, published a house plan magazine called *The Craftsman* (1901-1916) that espoused Craftsman-style designs and the Craftsman aesthetic. Eventually domestic design studios, architectural firms, and building contractors throughout America began to publish plan books that advertised their design interpretations of the Craftsman style. A “flood of pattern books appeared, offering plans for Craftsman bungalows... Through these vehicles, the...Craftsman-style house quickly became the most popular and fashionable smaller house in the country.”²³

The Craftsman tradition has its roots in nature. Natural materials were revered such as indigenous river rocks or field stones, brick, hand-split wood shingles, wood clapboard siding, coarse to fine stucco, leaded-glass lights, burnished and/or polished copper and brass, and wrought iron. The liberal use of natural woodwork, which was hand-rubbed to a rich patina, was paramount for interior treatments and included oak, ash, walnut, chestnut, tamarack, fir, cedar, and other woods. Along with natural building materials, the Craftsman style emphasized low, ground-hugging horizontal prominence, and designers and architects plied their “tricks of the trade” in achieving this emphasis. Some of these design tricks included the application of architectural forms and elements such as one or one-and-one-half story house forms with low-pitched roofs, widely overhanging unenclosed eaves, wide bargeboards, exposed rafters/purlins, numerous horizontal belt

²¹ Duchscherer, Paul. *Creating an Arts & Crafts Home Along Bungalow Lines*. 2006.

²² Ibid.

²³ Mc Alester, Virginia & Lee. *A Field Guide to American Houses*. 1989.

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE

courses/stringcourses/water tables that separated different horizontal siding treatments or the juncture between floors, horizontal rows of windows, solid horizontal porch walls, massive battered/tapered porch supports, and partial or full-width covered porches. In addition, colors that matched those in nature were chosen for Craftsman-style bungalows to help blend the homes with surrounding natural materials and colors. Examples include stained wood, polished brass, black wrought iron, and paint colors such as gray, brown, umber, gold, terra cotta, dark or sage green, crème, and dark blue. Carefully chosen architectural details all worked together to accentuate the horizontal orientation of the house and integrate it to its building site.

The Eastman-Heritage House reflects the following elements:

- Craftsman style built dates 1900-1930 (the Eastman-Heritage House was built in 1910)
 - One and one-half stories
 - Low-pitched front-gable roof
 - Unenclosed widely overhanging eaves
 - Exposed rafter tails
 - Wide bargeboards and knee-brace brackets
 - Narrow-width clapboard siding
 - Squared-corners cedar shingle siding
 - Stringcourses
 - False half-timbering and textured stucco infill
 - Original double-hung, casement and fixed wood-sash windows
 - Massive basalt ashlar porch piers and porch walls
 - Basalt rubblemix foundation
 - Full-width covered front porch
 - Balconette with Swiss-style influenced cutout balustrade
 - Wide trim for windows and doors
 - Leaded-glass transom, front door upper light leaded-glass bay-window, cabinet and bookcase leaded-glass doors
 - Rows of multi-paned windows
 - Colonnaded entry into living room
 - Wainscoting
 - Built-in fireplace mantels, bookcases, bathroom vanity, linen closet, dining room hutch & buffett
 - Hardwood oak floor with inlaid walnut perimeter border strips
-

Conclusion

The Eastman-Heritage House is architecturally significant under Category C as an excellent example of the bungalow house form embellished in the Craftsman style. The property is additionally significant under Category B for its association with the property's first owners: David & Eliza Eastman from 1910 to 1917, and Sarah and Ruby Heritage from 1918 to 1975.

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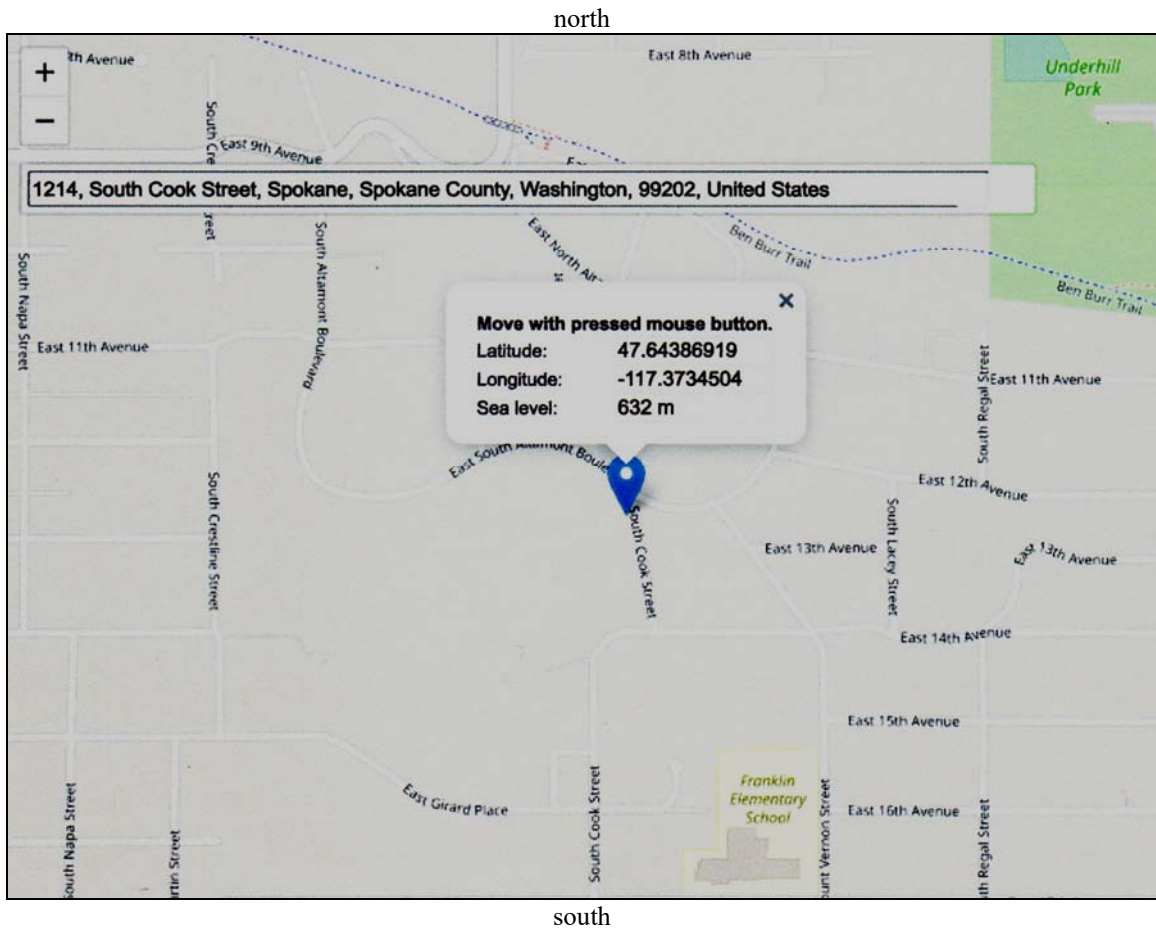
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Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE

ADDITIONAL INFORMATION

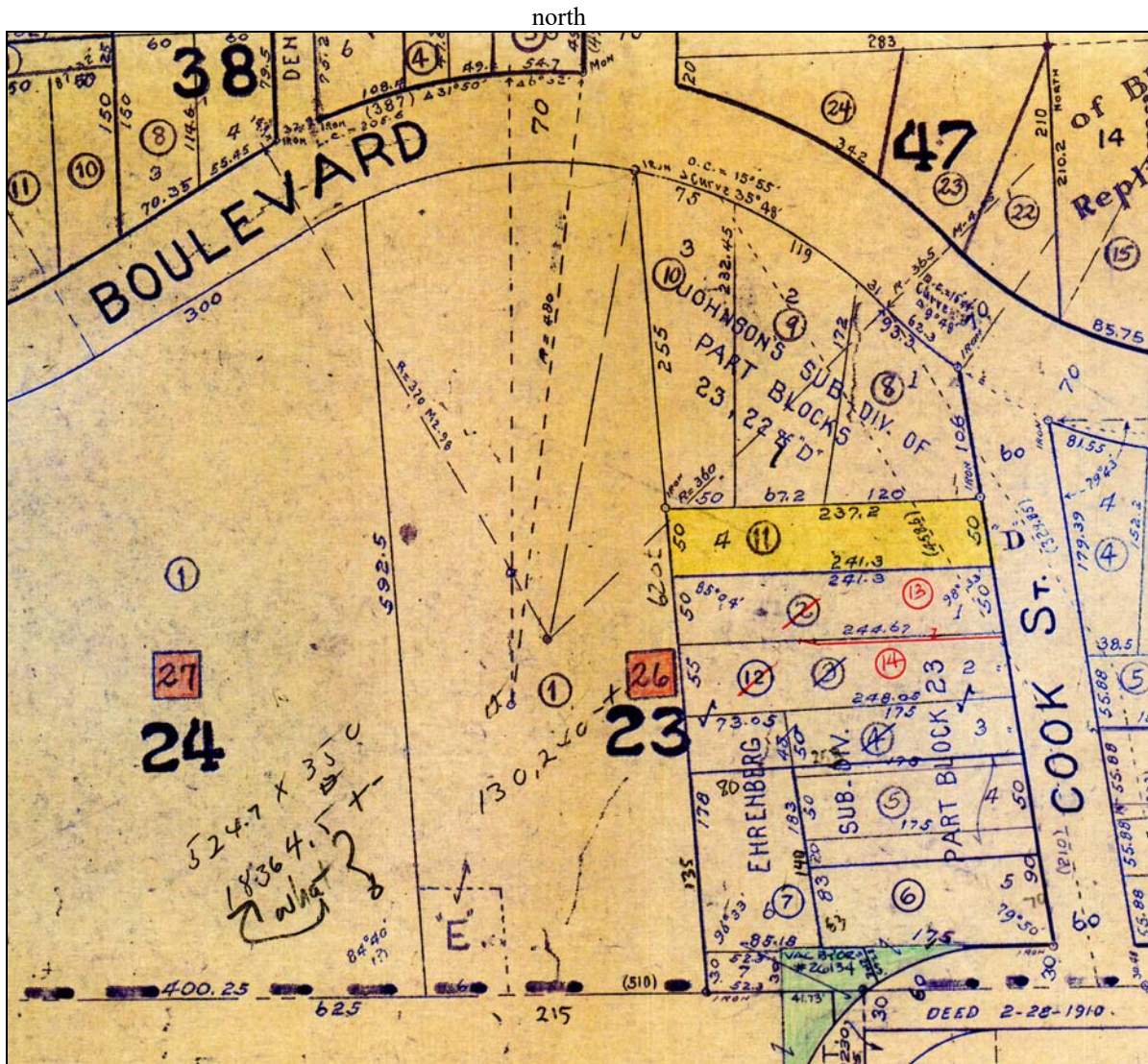


MAP of
LATITUDE & LONGITUDE MEASUREMENTS

1214 S. Cook Street

Source: Google Maps

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



SPOKANE COUNTY PLAT MAP

1214 S. Cook Street—property highlighted in yellow ink

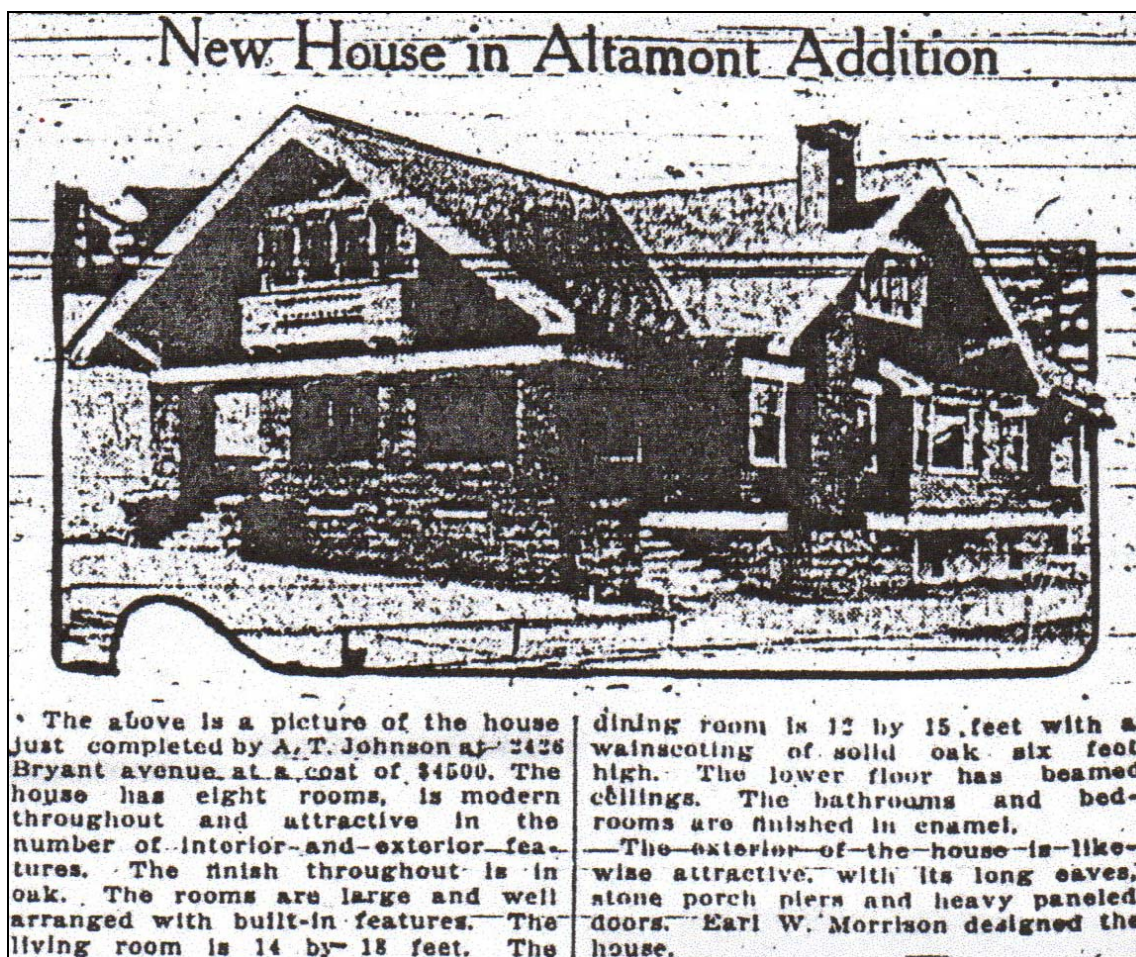
Altamont Addition, Johnson's Subdivision, Lot 11
Range 43, Township 25, Section 14

Source: Spokane County Tax Assessor Records



**1214 S. Cook Street
Spokane, WA 99202**

Source: Spokane County Assessor's Records
Spokane, WA



1214 S. Cook Street

“New House in Altamont Addition.”

Spokane Spokesman-Review

24 April 1910

*Morrison Designed Homes As Schoolboy;
Now Stands Among Leaders of Profession*

Ace Men of the Pacific Northwest

R EACHING the top in the architectural profession is hard work, but not by far as hard as staying there, according to Earl W. Morris, prominent Seattle architect. About Mr. Morrison—there is no doubt that he has reached the top, and \$2,000,000 worth of "hot" work on his boards convinces one that he is in no immediate danger of slipping.

"Many architects," says Mr. Morrison, "when they become well known in the profession, are content to lay back and let the work come to them. After a while, they find that the work is not coming into their offices but is going to someone who is hard after it. A man must pound, pound, pound all the time, and when the ball is rolling good, the more jobs he has, the more he seems to get."

Mr. Morrison is perhaps one of the best known architects, at least as far as the general public is concerned, in the State of Washington. Scarcely a town in the state cannot show an example of his handiwork. He has done a volume of work that extends from Bellingham to Grays Harbor on the Coast and as far east as northern Idaho.

An Iowan by birth, Morrison moved to Spokane, where he spent his childhood. While attending the old South Central High School there, he opened up architectural offices. By the time he was graduated from high school he had worked up a large practice in designing small homes. This practice he held, when he left Spokane to attend the Art Institute at Chicago, by hiring a draftsman and coming home to work in the summer. After graduating from the institute in 1913, Mr. Morrison went back to his old high school practice and built up a good business designing apartments and large homes. That he is still well known in the Inland Empire is shown in the fact that he has been retained as consulting architect on the large Roosevelt Apartments in Spokane. G. A. Pehrson is the local architect on the building.

When the war broke out Morrison was commissioned captain in the Quartermaster Corps. He was sent down to supervise construction on Camp Cody in New Mexico, which was to house the boys of the 34th Division. The task of transforming a barren desert into a city capable of caring for 27,000 troops was one that gave Morrison much valuable experience. When building operations were completed at Camp Cody, Morrison was sent overseas where for the first time in his life he worked at a trade not connected with building. In this job he was what was technically known as a railhead officer and his duties consisted of commanding a troop of colored soldiers who brought supplies and ammunition up to the trenches. For six months Captain Morrison was the only American officer in the famous town of St. Mihiel.



EARL W. MORRISON
Architect

After the war, Mr. Morrison resumed practice in Wenatchee, where he went in partnership with Vaa Stimson, who is now also practicing in Seattle. Here the firm of Morrison and Stimson designed such buildings as the Savings and Loan Building, in which was installed the first elevator in Chelan county, the Elks temple, and the great show place of the county, the \$400,000 court house. Many apple warehouses and smaller structures were also built during Mr. Morrison's seven-year stay in the apple capital.

In Seattle Mr. Morrison has had an extremely varied practice. His work has ranged from small store buildings to the largest apartments, and includes hospitals, garages, schools, and newspaper plants. A list of the work Morrison has done from his Seattle office, in the Lloyd Building, would sound like a "who's who" among Western Washington Buildings. In Bellingham there is the well known Mount Baker Lodge which cost \$300,000, and the Herald Building which also cost \$300,000. In Everett his work includes the \$350,000 Medical Dental Building, the \$200,000 Central Building, and two Junior High Schools which together cost \$450,00. Four schools in Hoquiam and smaller schools in Burlington, Sedro-Woolley, Mukilteo, Plinehurst and other towns are all products of Morrison's drafting boards.

In Seattle the Marlborough House, the new Olive Tower apartments and some twenty or thirty smaller apartments testify to Mr. Morrison's skill.

Buildings Now on Drafting Boards

Perhaps that \$2,000,000 worth of work on the boards needs some more explanation. This includes a \$500,000 apartment for the Arjo Investment Co., on which construction will start soon, and a large apartment for A. G. Smith. Construction was recently started on a large sales garage for Colin Radford of the National Bank of Commerce. Details of the remainder of the work have not yet been announced. Most of this will be built on First Hill, according to Morrison.

Mr. Morrison has just become associated with Edward St. John Griffith, who maintains offices in Hoquiam and who will undoubtedly act as consulting architect on many of Mr. Morrison's projects.

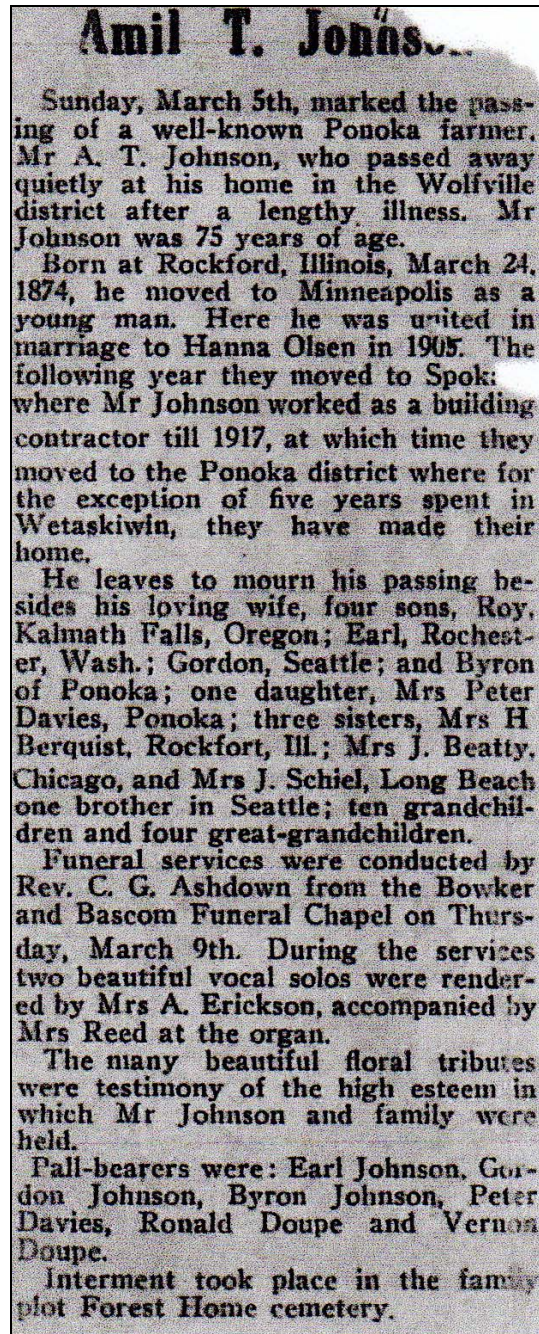
Mr. Morrison is a member of the Elks, the Seattle Yacht Club and the American Legion, is married and lives on Boren ave.

—William K. Dickson.

"Ace Men of the Pacific Northwest." *Pacific Builder & Engineer*, Fall 1928, page 44

"Amil T. Johnson Obituary."

Ponoka Herald, Ponoka, Alberta Canada
5 March 1950



Ruby A. Heritage

Memorial service for Ruby A. Heritage, a former instructor in the Whitworth College Music Department and a concert soprano soloist, will be at 10 a.m. Saturday at Christ the King Lutheran Church, 1700 Pennsylvania Ave., Coeur d'Alene. Yates Funeral Home in Coeur d'Alene is in charge of arrangements.

Miss Heritage died Monday at Kootenai Medical Center in Coeur d'Alene. She was 85.

Born in Kansas, she came to Spokane in 1918. She graduated from Lewis and Clark High School in 1920 and received her bachelor of science degree from Columbia University in 1925.

Miss Heritage won a three-year graduate fellowship in voice at the Juilliard School of Music. While in New York, she was soloist on NBC Radio for the Greater New York Federation of Churches. She also earned two diplomas at Fontainebleau, France, at the American School of Music.

Miss Heritage, who presented concerts in Europe and throughout the United States, taught voice at Maryland State Normal School, was dean of music at a junior college in Pennsylvania and head of the voice department at Mississippi State College for Women before joining the Air Corps Division of the WACs (Women's Army Corps) in November 1943.

Miss Heritage took advanced work for a master's degree at Chicago Musical College in 1945 and joined the music department at Whitworth College in September 1946, remaining there 15 years.

Active in the Spokane musical community, she served on the board of Columbia Concerts, was head of the voice division of the Greater Spokane Music and Arts Festival in 1949, was a director of Sweet Adelines, was a life member of Friday Musical Club and a member of the Nile Chanters, Washington State Music Teachers Association and the National Association of Teachers of Singing Inc.

She also was a former member of Spokane Altrusa Club.

Miss Heritage was soloist in the production of *Elijah* and the *Messiah* and was soloist with the First Presbyterian and Central Methodist church choirs here.

She moved to Coeur d'Alene several years ago and was a member of Christ the King Lutheran Church there. Memorials are suggested to the church.

Survivors include several cousins.

"Ruby A. Heritage Obituary."

Spokesman-Review

16 April 1987

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 1—East façade of property in 2021, looking west



Photo 2—South elevation of property in 2021, looking west

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 3—North elevation of property in 2021, looking south



Photo 4—North elevation detail in 2021

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 5—West rear elevation of property in 2021, looking east
(Current property homeowner, John Hagney, pictured along left margin of photograph)



Photo 6—Garage in northwest corner of property in 2021, looking northwest

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 7—East façade of house in 2021, looking west



Photo 8—Front porch and steps of house in 2021, looking northwest

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 9—Covered front porch at east façade in 2021, looking northwest



Photo 10—Covered front porch in 2021, looking southwest



Photo 11—Front door in 2021, looking east onto covered front porch through open door



Photo 12—Front door detail in 2021, looking at the door's interior face and bay window

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 13—Living room in 2021, looking north



Photo 14—Living room in 2021, looking west into dining room



Photo 15—Living room fireplace in 2021, looking north

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 16—Dining room in 2021, looking northeast



Photo 17—Built-in hutch & buffet in dining room in 2021, looking southeast

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 18—Library in facade southeast corner of house in 2021, looking southeast



Photo 19—Library's original 1910 built-in bookcases in 2021, looking west



Photo 20—Built-in linen closet in first-floor hall in 2021



Photo 21—Hardwood oak floor boards with inlaid walnut border and corner Greek key design in 2021

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 22—First-floor master bedroom in 2021



Photo 23—First-floor guest bedroom in 2021

Spokane City/County Register of Historic Places Nomination
EASTMAN-HERITAGE HOUSE



Photo 24—Kitchen in northwest corner of house in 2021, looking northwest

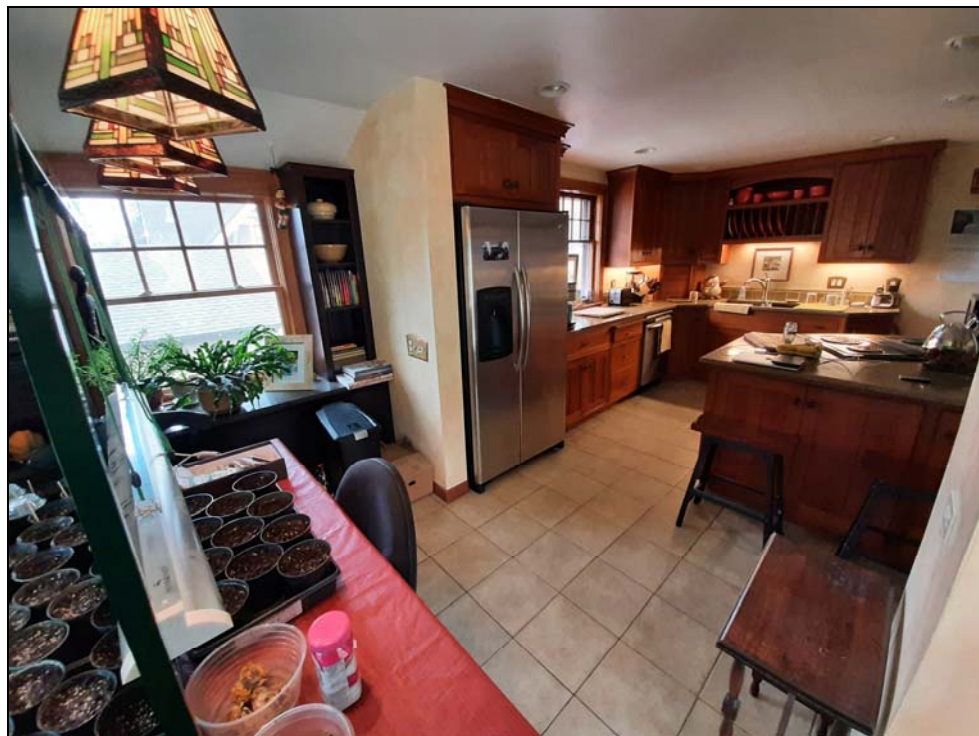


Photo 25—Kitchen in 2021, looking northeast



Photo 26—Second-floor bathroom-hallway-stairwell in 2021, looking west



Photo 27—Second-floor bedroom in 2021

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

06/14/2021

Date Rec'd

6/4/2021

Clerk's File #

OPR 2021-0162

Renews #**Cross Ref #****Submitting Dept**

STREETS

Contact Name/Phone

CLINT HARRIS 509-625-7744

Project #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

MASTER

Agenda Item Name

1100- STREET DEPARTMENT STORM DEBRIS CONTRACT AMENDMENT

Agenda Wording

The Street department is requesting a contract amendment with Northwest Industrial Services LLC to increase the scope of the existing contract to \$220,000.00 and to allow for debris transport and dumping at a contractor site where disposal will occur

Summary (Background)

This contract is being amended to account for accrued and expected expenses, as well as to better manage the handling and storage of associated processing/ disposal of storm debris. \$145k in costs associated with this contract are to be recompensed as a part of FEMA disaster funds.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 170,500.00

Various

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

HARRIS, CLINT E.

Study Session\Other

PSCHC 6-7

Division Director

FEIST, MARLENE

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

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Purchasing

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dave_alvarado@air-pipe.com

jconnely@spokanecity.org

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Storm Debris Disposal Contract Amendment
Date:	05/18/2021
Contact (email & phone):	Jon Klapp - jklapp@spokanecity.org 509-625-7738
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	This contract amendment would increase the scope of the existing contract to 220k and allowing for debris transport to a contractor site, where disposal will occur
Background/History: This contract is being amended to account for accrued and expected expenses, as well as to better manage the handling and storage of associated processing/ disposal of storm debris. Contract costs not to exceed 220k	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> Continued and improved processing of storm debris disposal <i>Action</i> <ul style="list-style-type: none"> Increasing of the spending threshold and approving contractor-site drop off of debris via contract amendment <i>Funding</i> <ul style="list-style-type: none"> 145k in costs associated with this contract are to be recompensed as a part of FEMA disaster funds. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT

Title: **CITY-WIDE MASTER PUBLIC
WORKS MAINTENANCE**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Northwest Industrial Services, LLC.**, whose address is 3808 North Sullivan Road, Building 107A, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide As-Needed Basis Storm Debris clean-up at various City of Spokane locations; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 5, 2021 and March 8, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on February 8, 2021 and shall run through February 7, 2022.

3. AMENDMENT.

The original Contract is revised to include the following:

Contractor may have debris transported to and processed at a Northwest Industrial facility at no additional expense to the City.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$170,500.00)** for everything furnished and done under this As-Needed Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

NORTHWEST INDUSTRIAL SERVICES, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-080



City of Spokane
**CITY-WIDE MASTER PUBLIC
 WORKS MAINTENANCE
 AGREEMENT**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Northwest Industrial Services, LLC.**, whose address is 3808 North Sullivan Road, Building 107A, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide an As-Needed Basis Storm Debris clean-up at various City of Spokane locations; and

WHEREAS, the Contractor was selected from a PW ITB 5388-21 dated February 1, 2021.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on February 8, 2021, and ends on February 7, 2022, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed three (3) additional one-year contract periods.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Contractor shall provide the following Work for the City:

As-Needed Basis Grinding and Removal of Storm Debris Piles at Various City of Spokane Locations.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Accounting Department, Administration Office, 808 West Spokane Falls Blvd., Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR 2021-0162" 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. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. MAINTENANCE.

The following Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and

telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at 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.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

10. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance 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 agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as

otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. REMEDIES.

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

20. TERMINATION FOR CAUSE AND CONVENIENCE.

In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the CONTRACTOR materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FEMA guidelines, policies or directives as may become applicable at any time;

- ii. Failure, for any reason, of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the CONTRACTOR to the CITY reports that are incorrect or incomplete in any material respect.
- v. In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- vi. If the Agreement is terminated or partially terminated, both the CITY and CONTRACTOR remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the CONTRACTOR's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the Office of Management and Budget ("OMB") designated integrity and performance system accessible through the System for Award Management (currently FAPIIS) as required under 2 CFR 200.340.

21. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the CONTRACTOR agrees as follows:

- i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. 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, sexual orientation, gender identity, or national origin.
- iii. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

- iv. The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement 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 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The CONTRACTOR will furnish all information and reports required by Executive Order 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 his 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.
- vii. In the event of the CONTRACTOR's non-compliance 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The CONTRACTOR will include the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, so that such provisions will be binding upon each sub CONTRACTOR 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 a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- ix. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- x. The applicant agrees that it will assist and cooperate actively with the administering

agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- xi. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

22. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA).

23. LOBBYING.

The CONTRACTOR hereby certifies that:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

iv. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this document, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

24. PROCUREMENT OF RECOVERED MATERIALS.

In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- ii. Meeting Agreement performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program>.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

25. ACCESS TO RECORDS.

The following access to records requirements apply to this Agreement:

- i. The CONTRACTOR agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The CONTRACTOR agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- iv. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

26. U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.

The CONTRACTOR shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

27. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

28. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

29. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The CONTRACTOR acknowledges that 31 U.S. Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

30. DOMESTIC PREFERENCE

As appropriate and to the extent consistent with law, the CONTRACTOR should to the greatest

extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this sections must be included in all subawards including all contracts and purchase orders for work or products under this award.

31. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

32. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

NORTHWEST INDUSTRIAL SERVICES, LLC

DocuSigned by:
By Dave Alvarado
Signature 3/5/2021
Date
Dave Alvarado
Type or Print Name
Business Dev Manager
Title

Attest:

DocuSigned by:
Lin K. Kottke
City Clerk

CITY OF SPOKANE

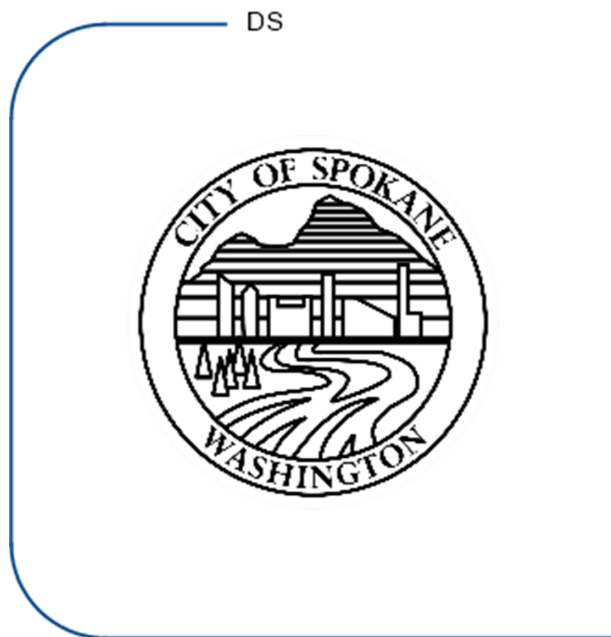
DocuSigned by:
By Scott Simmons
Signature 3/8/2021
Date
Scott Simmons
Type or Print Name
Public Works Director
Title

Approved as to form:

DocuSigned by:
Timothy Szambelan
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Contractor's General Scope of Work
Attachment A – Debarment Certification



Attachment B - Certification of Compliance with Wage Payment Statutes

U2021-008

Bid Response Summary

Bid Number PW ITB 5388-21
Bid Title Grinding & Removal of Storm Debris Piles At Various City of Spokane Locations - PW Maint (RE-BID)
Due Date Monday, February 8, 2021 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Northwest Industrial Services, LLC
Submitted By dave_alvarado@air-pipe.com dave_alvarado@air-pipe.com - Sunday, February 7, 2021 10:41:08 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments dave_alvarado@air-pipe.com

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed	YES
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to ensure completion of the Work, unless waived by the City.	ACKNOWLEDGED:
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based assessed-cubic-yard pricing. The City. The City may choose from more than one vendor. Unsuccessful Contractors will not automatically be notified of results.	ACKNOWLEDGED:
	CONTRACT RENEWALS OR EXTENSIONS	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed four (4) years.	ACKNOWLEDGED:
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	ACKNOWLEDGED:
	INVOICING	Invoices must be submitted to the applicable City Department that had requested the service within 30 days of performing services. • Invoices shall include each City debris pile location address in which services were performed, the assessed cubic-yards of debris per pile location, type of services performed (IE: just grinding of debris, or the grinding, removal and disposal of debris), initial grinder mobilization and set-up cost, and additional grinder relocation and set-ups cost. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed.	ACKNOWLEDGED:

PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	ACKNOWLEDGED:
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	ACKNOWLEDGED:
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	ACKNOWLEDGED:
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Dave Alvarado 509-496-1112 dave_alvarado@air-pipe.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	Scans.msg
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	ACKNOWLEDGED:
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	ACKNOWLEDGED:
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	ACKNOWLEDGED:
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	ACKNOWLEDGED:
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	ACKNOWLEDGED:
1.	A payment/performance bond is NOT required	ACKNOWLEDGED:
2.	Statutory retainage is NOT required	ACKNOWLEDGED:
B.	Prevailing Wage	Yes

1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged:
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged:
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	Acknowledged:
D.	Statement of Intent	Yes
1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	ACKNOWLEDGED:
E.	Filing Fees	Yes

1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.	ACKNOWLEDGED:
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Acknowledged:
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab. If said terms and conditions are not agreed to as written, the City may deem you non-responsive.	YES
BIDDER RESPONSIBILITY CRITERIA (MANDATORY).		
#1	Contractor acknowledges that they have read the Supplemental Bidder Responsibility Criteria Form which is located in the "Documents" tab.	ACKNOWLEDGED:
#1.1	Once bids have been received and reviewed, the two lowest responsive and responsible bidders will be contacted by the City, and the bidders must provide within 24 hours, after being contacted, their completed Supplemental Bidder Responsibility Criteria Form.	ACKNOWLEDGED:
#2	BIDDER RESPONSIBILITY CRITERIA (MANDATORY). Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:	No
#2.1	Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;	ACKNOWLEDGED:
#2.2	Have a current Washington Unified Business Identifier (UBI) number;	ACKNOWLEDGED:
#2.3.1	If applicable: Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;	ACKNOWLEDGED:
#2.3.2	If applicable: Have a Washington Employment Security Department number, as required in title 50 RCW;	ACKNOWLEDGED:
#2.3.3	If applicable: Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.	ACKNOWLEDGED:
#2.4	Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).	ACKNOWLEDGED:

#2.5	Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 49.48.082 as modified by SSB 517).	ACKNOWLEDGED:	
#2.6	Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.	ACKNOWLEDGED:	
#2.7	Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC	ACKNOWLEDGED:	
#2.8	If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, contractor shall not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.	ACKNOWLEDGED:	
#2.9	As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:	Yes	
#2.9.1	Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or	ACKNOWLEDGED:	
#2.9.2	Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.	ACKNOWLEDGED:	
#2.9.3	This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.	ACKNOWLEDGED:	
BACKGROUND			
Historical Requirement	Historical Requirement. In 2019 there was a requirement to grind and remove a debris pile the size of 40' x 100' x 20'.	ACKNOWLEDGED:	
City's Independent Annual Spend Estimated.	City's Independent Annual Spend Estimated. Provided no storm occur during 12-month period, the City estimates an annual non-storm related grinding spend of \$5,000 more or less.	ACKNOWLEDGED:	
City's Independent Annual Spend Estimated.	City's Independent Annual Spend Estimated. Storms occurring during 12-month period, the City estimates a per-storm grinding services spend ranging from \$5,000 to \$49,500.	ACKNOWLEDGED:	
City's Independent Annual Spend Estimated.	Payment would only be made for actual services requested, performed and accepted.	ACKNOWLEDGED:	

Pricing	Bidders will be required to provide an all-inclusive firm, fixed price to grind, remove, and dispose of ground debris based on one assessed-cubic-yard of debris from a debris pile. Assessed-Cubic-Yard measurement is defined as the debris has not yet been ground by the contractor. Awarded contractor would invoice grinding, removal, and disposal of ground debris based on assessed-cubic-yards comprising a debris pile	ACKNOWLEDGED:
Grinder Set-up	It is probable there will be multiple, separate, pile debris sites at various locations within the City, requiring awarded Contractor to relocate grinder to perform needed grinding services.	ACKNOWLEDGED:
Grinder Set-up	Bidder will be required to provide a firm fixed price for initial grinder mobilization and set-up cost to perform grinding services for a single City designated "debris-pile" location.	ACKNOWLEDGED:
Grinder Set-up	Bidder will be required to provide a firm fixed price, that would be incurred to relocate and set-up grinder to perform grinding services at different City designated "debris-pile" location.	ACKNOWLEDGED:
All-Inclusive, Firmed Fix, Pricing	All inclusive, firmed, fixed pricing submitted on bid must be a firm price per unit and remain firm for first year of the original contract term. Upon renewal or the anniversary date the vendor can request price changes with adequate justification	ACKNOWLEDGED:
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	ACKNOWLEDGED:
Scope of Work	Grind wood storm debris piles and provide removal and disposal of debris.	ACKNOWLEDGED:
Response Time	Work must be completed within mutually agreed upon time by the City Department Requesting Service and Contractor. • Repeated delays in response to requests will be interpreted as a failure to comply with contractual obligations and may be cause for cancellation of the contract.	ACKNOWLEDGE:
Equipment	Maintain all adequate equipment needed to include but not limited to large tub grinder, to perform grinding and the removal of storm debris to include but not limited to: large tub grinder, safety equipment, vehicles, and trailers for removal and disposal of debris.	ACKNOWLEDGE:
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	ACKNOWLEDGE:
BID		

PRICING	The City of Spokane will not be responsible if there are foreign objects such as metal, rocks or other non-woody debris in the material. The City of Spokane is not responsible for any foreign objects that could be in the material. The material to be processed is wood products to the best of our knowledge.	ACKNOWLEDGED:
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	0
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	ACKNOWLEDGED:
Subcontractors	Download and complete the Subcontractor document in the "Documents" tab and upload it.	Scans.msg
PRICING	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	ACKNOWLEDGED:
PRICING	All-inclusive firm fixed Unit Pricing shall not include sales tax	ACKNOWLEDGED:
PRICING	The price(s) listed on the pricing tab of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	ACKNOWLEDGED:
PRICING	Bidders will be required to provide an all-inclusive firm, fixed price to grind, remove and dispose of ground debris based on one assessed-cubic-yard of debris from a debris pile. Assessed-Cubic-Yard measurement is defined as the debris has not yet been ground by the contractor. Enter On Bid Pricing Tab all-inclusive firm, fixed price to perform grinding services, removal, and disposal of one assessed-cubic-yard of debris. Pricing Should Not Include Tax.	ACKNOWLEDGED:
PRICING	Grinder Initial Mobilization and Set-up Cost. Enter On Bid Pricing Tab Enter firm, fixed price to mobilize and set-up grinder to perform grinding services for a single City designated "debris-pile" location.	ACKNOWLEDGED:
PRICING	Grinder Relocation and Set-up Cost. Enter On Bid Pricing Tab firm, fixed price, that would be incurred each time, grinder needs to be relocated and set-up to perform grinding services at different City designated "debris-pile" location.	ACKNOWLEDGED:
Comparative Purposes Only	For Bid Comparative Purposes Only, Bidder must provide an all-inclusive, single-total, firm, fixed price that would be incurred to: Mobilize and Set-up Grinder, and to Grind, Remove, and Dispose of a single debris pile the size of 40' x 100' x 20'. The overall total firm fixed pricing stated by the Bidder should be an overall, all-inclusive, firm, fixed price, that would not include tax. Bidder ---should not--- enter a price per assessed cubic yard. Enter the all-inclusive, single-total, firm, fixed price here.	\$49,350.00

Comparative Purposes Only	The above price stated would not be included in the evaluation unless, there appears to be a significant variance among Bidder's all-inclusive firm, fixed pricing per assessed-cubic yard, to grind, remove, and disposal of debris.	ACKNOWLEDGED:
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	NORTHIS006P
#2	Provide Contractor's U.B.I. Number	601932489
#3	Provide Contractor's Washington Employment Security Department Number	076072-00
#4	Provide Contractor's Washington Excise Tax Registration Number	91-1967430
#5	Provide Contractor's City of Spokane Business Registration Number	T12031799BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	YES
REMEDIES		
#1	In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.	ACKNOWLEDGED
TERMINATION FOR CAUSE AND CONVENIENCE.		
#0	In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the CONTRACTOR materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:	Yes
#1	Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FEMA guidelines, policies or directives as may become applicable at any time;	ACKNOWLEDGED

#2	Failure, for any reason, of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;	ACKNOWLEDGED
#3	Ineffective or improper use of funds provided under this Agreement; or	ACKNOWLEDGED
#4	Submission by the CONTRACTOR to the CITY reports that are incorrect or incomplete in any material respect.	ACKNOWLEDGED
#5	In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.	ACKNOWLEDGED
#6	If the Agreement is terminated or partially terminated, both the CITY and CONTRACTOR remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the CONTRACTOR's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the Office of Management and Budget ("OMB") designated integrity and performance system accessible through the System for Award Management (currently FAPIIS) as required under 2 CFR 200.340.	ACKNOWLEDGED
EQUAL EMPLOYMENT OPPORTUNITY		
#0	During the performance of this contract, the CONTRACTOR agrees as follows:	No
#1	The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.	ACKNOWLEDGED
#2	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, sexual orientation, gender identity, or national origin.	ACKNOWLEDGED

#3	The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.	ACKNOWLEDGED
#4	The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement 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 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.	ACKNOWLEDGED
#5	The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.	ACKNOWLEDGED
#6	The CONTRACTOR will furnish all information and reports required by Executive Order 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 his 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.	ACKNOWLEDGED
#7	In the event of the CONTRACTOR's non-compliance 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.	ACKNOWLEDGED:

#8	<p>The CONTRACTOR will include the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, so that such provisions will be binding upon each sub CONTRACTOR 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 a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.</p>	ACKNOWLEDGED
#9	<p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p>	ACKNOWLEDGED
#10	<p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p>	ACKNOWLEDGED
#11	<p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	ACKNOWLEDGED

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT			
Clean Air Act	The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.	ACKNOWLEDGED	
Clean Air Act	The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.	ACKNOWLEDGED	
Clean Air Act	The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.	ACKNOWLEDGED	
Federal Water Pollution Control Act	The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.	ACKNOWLEDGED	
Federal Water Pollution Control Act	The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.	ACKNOWLEDGED	
Federal Water Pollution Control Act	The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA).	ACKNOWLEDGED	
LOBBYING			
#0	The CONTRACTOR hereby certifies that:	Yes	
#1	Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)	ACKNOWLEDGED	
#2	Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.	ACKNOWLEDGED	

#2.1	No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and	ACKNOWLEDGED
#2.2	If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and	ACKNOWLEDGED
#2.3	It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and	ACKNOWLEDGED
#2.4	Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. By signing this document, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.	ACKNOWLEDGED
PROCUREMENT OF RECOVERED MATERIALS		
#0	In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired:	Yes
#1	Competitively within a timeframe providing for compliance with the Agreement performance schedule;	ACKNOWLEDGED
#2	Meeting Agreement performance requirements; or	ACKNOWLEDGED
#3	At a reasonable price.	ACKNOWLEDGED
#4	Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program .	ACKNOWLEDGED
#5	The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	ACKNOWLEDGED

#6	The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	ACKNOWLEDGED
ACCESS TO RECORDS		
#0	The following access to records requirements apply to this Agreement:	Yes
#1	The CONTRACTOR agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this	ACKNOWLEDGED
#2	The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.	ACKNOWLEDGED
#3	The CONTRACTOR agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.	ACKNOWLEDGED
#4	In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	ACKNOWLEDGED
U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS		
#1	The CONTRACTOR shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.	ACKNOWLEDGED
COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS		
#1	This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.	ACKNOWLEDGED
NO OBLIGATION BY FEDERAL GOVERNMENT		
#1	The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.	ACKNOWLEDGED

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS		
#1	The CONTRACTOR acknowledges that 31 U.S. Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.	ACKNOWLEDGED
DOMESTIC PREFERENCE		
DOMESTIC PREFERENCE	As appropriate and to the extent consistent with law, the CONTRACTOR should to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this sections must be included in all subawards including all contracts and purchase orders for work or products under this award.	ACKNOWLEDGED

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Default Item Group								
	Firm Fixed Price Per Assessed Cubic Yard	All-inclusive, firm, fixed price per assessed cubic yard to grind, remove and dispose of ground debris. Assessed- Cubic-Yard measurement is defined as the debris has not yet been ground by the contractor. Pricing Should Not Include Tax.	Base	Per Each Assessed Cubic Yard	1.00	\$16.25	\$16.25	per cubic yard
	Grinder Initial Mobilization and Set-up Cost	Enter firm, fixed price to mobilize and set-up grinder to perform grinding services for a single City designated "debris-pile" location.	Base	Each	1.00	\$1,200.00	\$1,200.00	initial setup

Grinder Relocation and Set-up Cost		Enter firm, fixed price, that would be incurred each time, grinder needs to be relocated and set-up to perform grinding services at different City designated "debris-pile" location.	Base	Each	1.00	\$600.00	\$600.00	The price submitted will be honored providing once initial job is completed, the operation will only allow no more than 2 days to move to next site. If it takes more than 2 days the initial mobilization fixed cost will apply
Total Base Bid		\$1,816.25						

SUBCONTRACTOR LIST

PROJECT NAME: Grind and Remove Storm Debris # PWITB 5388-21

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

Project Name: Grinding, Removal of Storm Debris Piles At Various City of Spokane Locations - PW Maint	
Project # PW ITB 5388-21	
Part A: General Company Information	
Company Name Northwest Industrial Services	
Address 3808 N. Sullivan Rd. Bldg. 107A Spokane Valley, WA 99216	
Contact Name and Title Dave Alvarado V.P.	
Contact Phone 509-496-1112	Contact E-mail dave_alvarado@air-pipe.com
Years in business as a Prime Contractor 22	Years in business as a sub-contractor
Years in business under present Name 22	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years	
Part B: Work Experience	
List at least three (3) HA projects completed within the last five (5) years on the attached Project Experience form which are similar in type, size and scope of work required for this project	
Part C: Performance Evaluation	
Under past or present names, does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	
Part E: Safety	
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?	
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane Street Department. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.	

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part H. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part I. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part J. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part K: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part L: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part M: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☐ Yes ☒ No

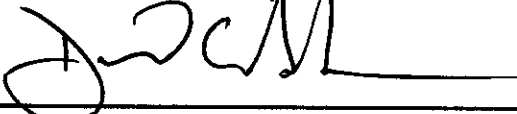
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative

Date



2/5/2021

Printed Name of Authorized Representative David C. Alvarado

Title VP



Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name NorthWest Industrial Service		Bidders Contact Name & Phone Number Dave Alvarado 509-496-1112	
Project Name Storm Debris Wind Storm		Project Contract Number TRANSF Stations	
Project Owner Waste Connections		Project Location	
Project Owner Contact Name & Title Matt Konzal		Owner's Telephone Number 509-928-3072	
Notice to Proceed Date Nov 17, 2015	Final Completion Date Nov 24, 2015	Awarded Contract Value Set Per Ton Combined \$ 21⁰⁰	Final Contract Price 21⁰⁰
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description Handled Excess Storm Green waste debris to our MRF. Grind, Transfer to Berr Tech			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications We operate a Materials Recovery Facility and in the past when needed we would mobilize grinder on site and process for removal clean green that had been collected from our Roll Off customers. We performed this operation over 5 times during our 22 years in business.			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name Northwest Industrial		Bidders Contact Name & Phone Number Dave Alvarado 509-496-1112	
Project Name Roll off Container		Project Contract Number	
Project Owner Northwest Industrial		Project Location MRF - Spokane Industrial Park	
Project Owner Contact Name & Title Dave Alvarado		Owner's Telephone Number 509-496-1112	
Notice to Proceed Date 2007	Final Completion Date ongoing 2017	Awarded Contract Value \$100,000.00 Annual	Final Contract Price _____
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description Roll off container collect Green waste from different customers. Bring Back to our MRF to stockpile then would Grind-Transport to BarrTech			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications We operate a Materials Recovery Facility and in the past when needed we would mobilize grinder on site and process for removal clean green that had been collected from our Roll Off customers. We performed this operation over 5 times during our 22 years in business.			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name Northwest Industrial		Bidders Contact Name & Phone Number Dave ALVARADO 509-496-1112	
Project Name Emeralds Golf Course		Project Contract Number An ordinary maintenance Debris Removal	
Project Owner City of Spokane		Project Location Emeralds Golf Course	
Project Owner Contact Name & Title Mark Poirier		Owner's Telephone Number 509-625-3790	
Notice to Proceed Date Summer Oct, 20 2020	Final Completion Date Nov 22, 2020	Awarded Contract Value \$ 22,710	Final Contract Price \$ 22,710
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description Remove Debris pile from Emeralds Golf Course to be Grinded & processed.			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications We operate a Materials Recovery Facility and in the past when needed we would mobilize grinder on site and process for removal clean green that had been collected from our Roll Off customers. We performed this operation over 5 times during our 22 years in business.			

SECTION II. GENERAL REQUIREMENTS

AIA DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is partially hereby referenced and included, and shall be part of the Contract Documents. Copies of AIA documents are available for purchase from the American Institute of Architects (AIA) or its local distributor.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 3 - CONTRACTOR

3.5.1 Add a subparagraph 3.5.1 to read:

GUARANTY. The Contractor guarantees all Work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. This guaranty shall be in addition to any standard warranty or service guaranty offered by the Contractor, or manufacturer(s).

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

3.6.1 WASHINGTON STATE RETAIL SALES TAX.

- A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be solely responsible for making payment to the State. The Owner reserves the right to claim any exemption authorized by law.
- B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its price Bid. The Owner will NOT pay retail sales tax as a separate item.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

The Contractor shall be responsible for obtaining at its expense all associated and necessary permits required by regulatory agencies. Below is a list of permits that may be required on typical Projects, and where they may be obtained. The list is included for the Contractor's benefit and is not

considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of Work.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 (Title 51) and was the subject of mutual negotiation.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

If this Invitation to Bid (ITB) includes the City's provided Bid Form (at the end of this document), the Contractor shall at time of Bid submittal submit the names of the subcontractors with whom the Contractor, if awarded the Contract, will subcontract for performances of the Work. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those materialmen who are to furnish materials or equipment fabricated to a special design).

ARTICLE 8 - TIME

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the Work on time, the Owner has adopted Liquidated Damages (LD's) for this Work as set forth in the Bid proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four (4) feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act (WISHA chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use of storage.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the Term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the Amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors,

products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the Contract. It shall provide that the City, its officers, and employees and the Architect are Additional Insureds but only with respect to the Contractor's services to be provided under the Contract; and

- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The Contractor's COI shall specify the City of Spokane as Additionally Insured, and all of the parties who are Additionally Insured; and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified Contractor to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

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

13.9 Add a paragraph 13.9 to read:

ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the

Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

13.10 Add a paragraph 13.10 to read:

END OF SUPPLEMENTARY GENERAL CONDITIONS

Aga, Laura

From: Rinderle, Rick
Sent: Tuesday, February 9, 2021 1:43 PM
To: Dave Alvarado
Cc: Prince, Thea; Aga, Laura; Rinderle, Rick; Harris, Clint E.; Strong, Carl
Subject: RE: Clarification Needed (RE: City of Spokane Bid PW ITB 5388-21)

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Alvarado,

Thank you for your documented response.

Respectfully,

Rick Rinderle, C.P.M.
Procurement Specialist
City of Spokane
Phone 509 625 6527
RRinderle@spokanecity.org

From: Dave Alvarado <dave_alvarado@air-pipe.com>
Sent: Tuesday, February 9, 2021 1:40 PM
To: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: RE: Clarification Needed (RE: City of Spokane Bid PW ITB 5388-21)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Rick,

In regards to the pulled stumps, we will not be able to take those at the provided rate we submitted as they were not specifically mentioned in the bid packet.

Best regards,

Dave Alvarado

Northwest Industrial Services, LLC
509-496-1112 Cell
509-244-8404 Office

From: Rinderle, Rick
Sent: Monday, February 8, 2021 1:16 PM
To: 'dave_alvarado@air-pipe.com' <dave_alvarado@air-pipe.com>
Cc: Prince, Thea <tprince@spokanecity.org>; Rinderle, Rick <rrinderle@spokanecity.org>

Subject: Clarification Needed (RE: City of Spokane Bid PW ITB 5388-21

Importance: High

Mr. Dave Alvarado:

Phone 509 496 1112

Dave_alvarado@air-pipe.com

Mr. Alvarado:

In regard to the bid scope it merely stated grinding of storm debris piles, pulled stumps were not specifically mentioned.

Would you please respond to this email providing a **documented response** if stumps, that have been pulled from the ground, would not pose any issues in regards to Northwest Industrial Services providing grinding of debris.

Thanks in advance for your needed quick documented response, as the City has over a hundred stumps pulled from the Parks, and needs confirmation from Northwest Industrial Services, so that the City knows if the stumps can be placed in the debris pile(s).

Rick Rinderle, C.P.M.

Procurement Specialist

City of Spokane

Phone 509 625 6527

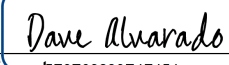
RRinderle@spokanecity.org

ATTACHMENT A**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

<u>Northwest Industrial Services, LLC</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
<u>Dave Alvarado</u> Name of Certifying Official (Type or Print) <u>Business Dev Manager</u> Title of Certifying Official (Type or Print)	DocuSigned by:  Signature 03230E4F454... 3/5/2021 Date (Type or Print)



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (3/5/2021), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Northwest Industrial Services, LLC

Bidder's Business Name

DocuSigned by:

Dave Alvarado

Signature of Authorized Official*

Dave Alvarado

Printed Name

Business Dev Manager

Title

3/5/2021

Date

Spokane valley

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

WA

If a co-partnership, give firm name under which business is transacted:

WA

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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

06/14/2021

Date Rec'd

6/3/2021

Clerk's File #

OPR 2021-0378

Renews #**Cross Ref #****Project #****Bid #****Requisition #**

CR 22653

Submitting Dept

STREETS

Contact Name/Phone

CLINT HARRIS 625-7744

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1100 - STREET DEPARTMENT ARTERIAL MICROSEAL CONTRACT

Agenda Wording

The Street Department would like to contract with Intermountain Slurry Seal to perform Arterial Micro Overlay work on Bernard St at the cost of \$89,796.80.

Summary (Background)

This contracted project will be funded by the Street Department Arterial budget and will provide a cost-effective means of completing Street Maintenance. The contractor was selected through the Interlocal Procurement Agreement with Clark County, OPR 2021-0212, and will be using an improved formulation over the one utilized in 2019.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 89,796.80

3200-49828-42800-54201-21030

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

HARRIS, CLINT E.

Study Session\Other

PIES - 5/24/2021

Division Director

FEIST, MARLENE

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

ceharris@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jklapp@spokanecity.org

Additional Approvals

ccafaro@spokanecity.org

Purchasing

jlargent@spokanecity.org

marc.thoreson@gcinc.com

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

06/14/2021

Date Rec'd

6/4/2021

Clerk's File #

OPR 2021-0384

Renews #**Cross Ref #****Submitting Dept**

STREETS

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 RESIDENTIAL MICROSEAL OVERLAY

Agenda Wording

The Street Department is requesting to contract with Intermountain Slurry Seal to perform Micro Overlay work at the cost of \$190,238.50 in the City of Spokane on the residential roadways indicated in the attached document.

Summary (Background)

This contracted project will be funded by CTAB and will provide a cost-effective means of completing street maintenance work on city streets. The contractor was selected through the Interlocal Procurement Agreement with Clark County, OPR 2021-0212

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 190,238.50

1990-85210-42800-54201-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

HARRIS, CLINT E.

Study Session\Other

PSCH 6/7/2021

Division Director

FEIST, MARLENE

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

ceharris@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jklapp@spokanecity.org

Additional Approvals

ccafaro@spokanecity.org

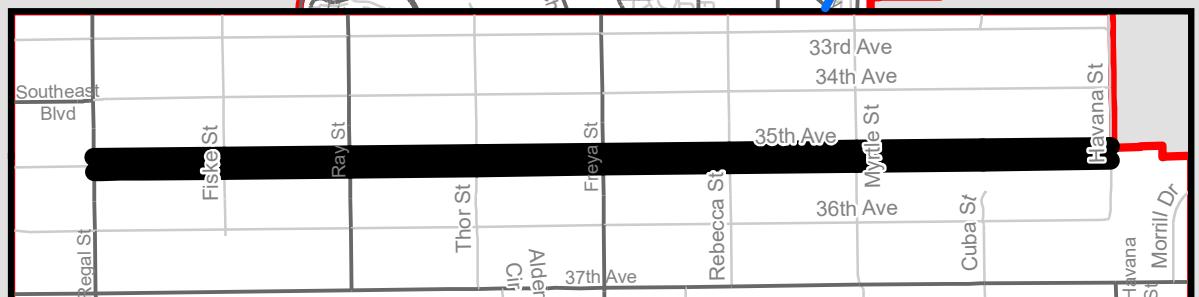
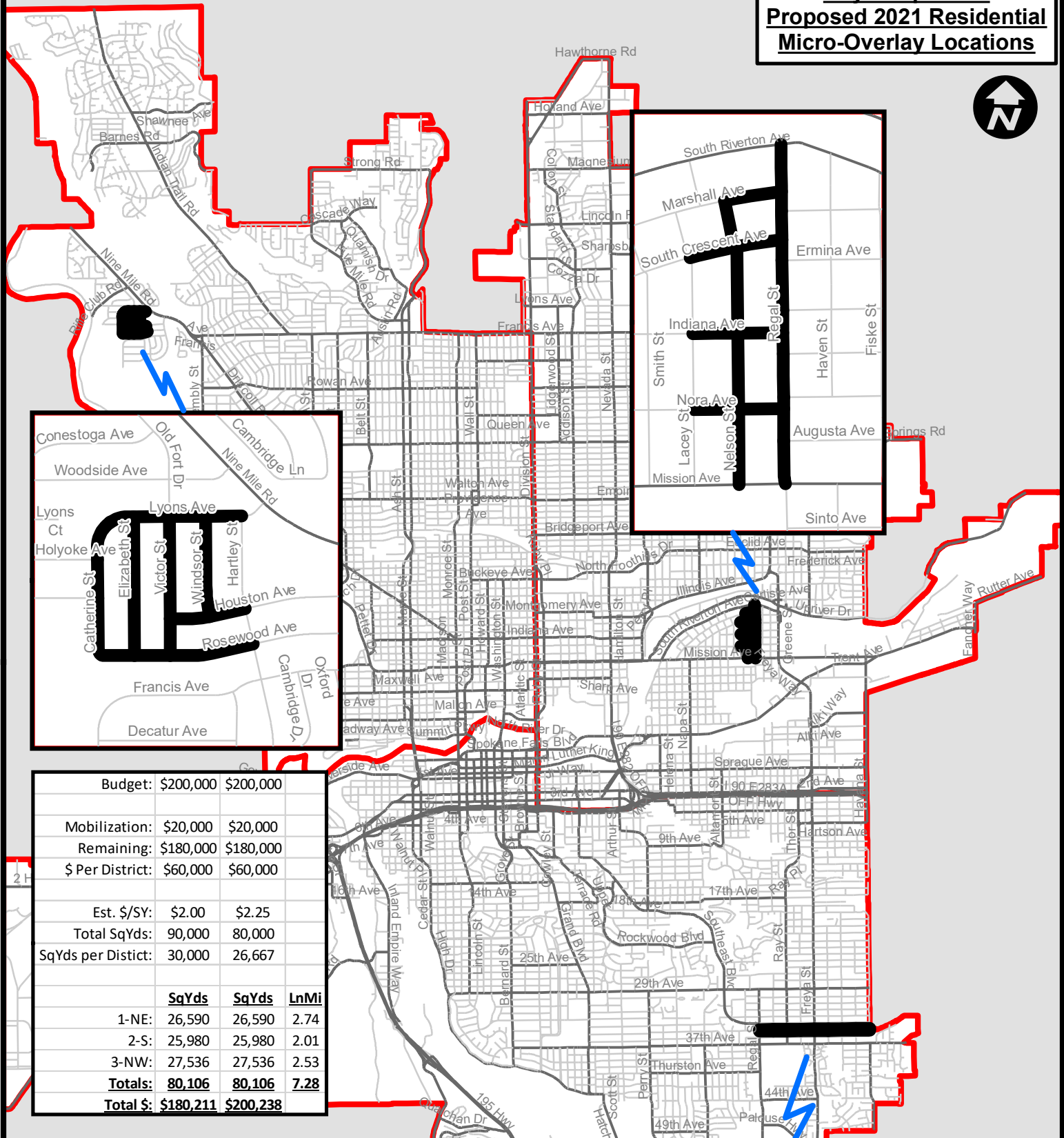
Purchasing

jlargent@spokanecity.org

marc.thoreson@gcinc.com

Briefing Paper (PSCH)

Division & Department:	Street
Subject:	Street Department - Residential Microseal Overlay
Date:	05/26/2021
Contact (email & phone):	Jon Klapp - jklapp@spokanecity.org 509-625-7738
City Council Sponsor:	
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES, PSCH
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	A microseal overlay will provide a cost effective means of extending the life and integrity of the city's roadways. 2021 Residential work will be performed on several roadways as seen in attached "Microseal Attachment A"
Background/History: The street department is seeking approval to contract microseal services with Intermountain Slurry Seal, who was selected through the Interlocal Procurement agreement with Clark County, OPR 2021-0212.	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> This Microseal Overlay will extend the life of roadways, giving a more cost-effective means of prolonging road integrity <i>Action</i> <ul style="list-style-type: none"> Approval of a service contract with Intermountain Slurry Seal for expanded microseal work being performed on residential roadways <i>Funding</i> <ul style="list-style-type: none"> Funding for this service will be provided through the CTAB 2021 Residential Program 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





Intermountain Slurry Seal, Inc
1120 Terminal Way
Reno, NV 89502

T 775.358.1355
F 775.355.3458

www.intermountainsslurryseal.com

CA Lic. - 462443
NV Lic. - 0023657
License: Unlimited
DIR# 1000000238
WA Lic.- Inters977MB
OR Lic. - 147284

May 19, 2021

Chris Cafaro
City of Spokane

RE: 2021 Residential Micro-Overlay

Thank you for the opportunity to submit our bid response for the above referenced project. The schedule below is a breakdown of our bid.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1.00	LS	\$10,000.00	\$10,000.00
2	Type II Micro	80,106.00	SY	\$ 2.25	\$180,238.50
16					\$0.00
				TOTAL BID PRICE	\$190,238.50

BID RESPONSE SPECIAL CONDITIONS AND/OR CLARIFICATIONS

1. Mutually agreeable commercial and legal contract terms will be negotiated with Owner.
2. We reserve the right to adjust our pricing based on final approved plans and/or permits.
3. Price is based on acceptance of this bid within thirty (30) calendar days.
4. This Proposal and Construction Contract is subject to the terms and conditions attached.
5. ISS is a Non-Union Contractor.

ASSUMPTIONS

1. Bid assumes one (1) mobilization, during which Intermountain can perform continuous construction activity to complete the project. Addition mobs will be charged at \$15,000.00 each.
2. Bid assumes a 5 day per week, 8 hour per day schedule. Work hours are assumed to be 7:00 AM to 5:00 PM.

INCLUSIONS

1. Post Sweeping as per the project specifications
2. Public Notification for our work only.
3. Traffic Control is included for our work only.
4. Proposal is based on performing all work in three shift



Page 2

EXCLUSIONS

1. CMS Boards are excluded.
2. Adjustment of existing/new utilities is excluded.
3. Striping of any kind is excluded
4. Removal of Striping is to be performed by others.
5. All work is excluded that is not specifically included in the items above.

We look forward to working together on this project. If you have any questions or concerns regarding this bid, please call me at (775) 358-1355, or e-mail me at marc.thoreson@gcinc.com.

Sincerely yours,

Intermountain Slurry Seal, Inc.

A handwritten signature in blue ink, appearing to read "MT", is written over the printed name.

Marc Thoreson
Area Manager



GENERAL CONDITIONS

This Proposal and Construction Contract assumes that mutually agreeable commercial and legal terms and conditions will be reached.

This Proposal and Construction Contract, including, General Conditions and attachments hereto, if any identified in Special Conditions (herein "Contract") is entered into as of the date of proposal by and between Intermountain Slurry Seal, Inc and the prime contractor herein called "Owner". Owner and Contractor agree as follows: Contractor shall commence and continue thereafter to diligently perform the Work in accordance with mutually agreed upon schedule. The mutually agreed upon schedule shall provide for working days in which to perform the Work. A working day is defined as any day except Saturday, Sunday, and Legal Holidays and except days on which Contractor is prevented from proceeding with at least ninety percent of the normal labor and/or equipment force required to perform the Work due to events or circumstances beyond the control of Contractor including, but not limited to, those events or circumstances identified in Sections 7 and 8 in the General Conditions.

1. **WORKMANSHIP AND MATERIALS:** Contractor acknowledges that it is familiar with the nature and location of the Work. All Work shall be performed by Contractor in a workmanlike manner, and in accordance with industry standards.
2. **PAYMENTS:** Contractor shall receive progress payments monthly in proportion to the amount of Work performed during the period covered by Contractor's billing. Progress payments will be made within ten (10) days after Owner receives a billing from Contractor setting forth the amount due for the Work performed and covered by the billing. Owner shall pay to Contractor, as full compensation for performance by Contractor of the Work (herein "Contract Amount") the amount listed in the above quote. Progress payments shall be 100% of the estimate and the sum of 1.5% per month shall be added to any balance unpaid when due. The Contract amount shall include all applicable Sales, Use, Franchise, Excise and other taxes which may now or hereafter be levied. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities jointly determined by the Owner and Contractor, upon completion of all Work hereunder. Contractor shall have the right to terminate this Contract if Owner is unable to demonstrate to the satisfaction of Contractor prior to commencement of Work (or at anytime during the course of the Work in response to the written request of Contractor) Owner's ability to make payments for the Work to be performed hereunder in the manner and at the times set forth herein. Final payment shall be due Contractor within ten (10) days after (i) Owner's receipt of a final billing from Contractor or (ii) completion of the Work, whichever shall occur last. The proportionate amount of Work billed on Contractor's progress billings shall be subject to the approval of Owner. Progress payments shall not be construed as an acceptance of any Work, the entire Work being subject to final inspection and approval by Owner. As it would be extremely difficult to fix and ascertain the actual damages the Contractor would sustain by Owner's failure to pay moneys due to Contractor under the terms of this Contract at the times and in the manner specified herein, it is hereby agreed by the parties hereto that the Owner shall pay to the Contractor in addition to all sums due hereunder the sum of the percentage per month. Nothing contained herein shall be deemed consent by the Contractor for extending the due date for payment under this Contract. No retention will be held on private work.
3. **CHANGES IN THE WORK:** Owner may, from time to time, by instructions or drawings issued to Contractor, make changes to the scope of the Work, issue additional instructions, request additional Work or direct the omission of Work previously ordered, and the provisions of this Contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original contract. The price or a formula for establishing the price and any time impacts to the schedule for such Work shall be set forth in a written change order either prior to the commencement of work or as soon as practical thereafter and shall be mutually agreed upon with Contractor. Absent the parties' agreement to price and/or time extension for a change in the Work, Owner shall pay Contractor its actual direct costs in completing said extra Work plus a mark-up of 15 percent thereon for overhead and profit.
4. **INDEMNITY:** Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Contractor, its agents, employees, or subcontractors, in performing the Work.
5. **RESPONSIBILITY FOR WORK:** Contractor shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies and equipment until such time as Contractor has de-mobilized from the Work site. In no event, shall Contractor be liable for such loss or damage that results from the actions, omissions, fault or negligence, either active or passive, of the Owner, Owner's representatives, agents, employees, its other contractors or anyone acting on Owner's behalf or others over whom Contractor has no authority or control.
6. **INSURANCE:** Contractor shall maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this Contract. A certificate of such insurance shall be provided to the Owner if the Owner so requests.
7. **DELAYS BEYOND CONTROL OF CONTRACTOR:** In the event Contractor shall be delayed in the performance of the Work under this Contract by causes beyond the control of the Contractor and not caused by Contractor's negligence, including, but not limited to, Change Orders, Acts of God, or of the public enemy, acts of any governmental agency, fire, flood, epidemics, strikes, freight embargoes, inclement weather, over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by other contractors, their subcontractors of any tier and the suppliers to any of the foregoing, Contractor shall have a time extension to the mutually agreed schedule for the time caused by said delay and shall be paid its additional costs incurred as a result of the delay, including labor and material cost or price escalations, and extended jobsite and home office overhead.
8. **DIFFERING SITE CONDITIONS:** (A) Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, including but not limited to any subsurface utilities not accurately shown on plans or drawings, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, or (3) the existence of contaminated, toxic or hazardous materials or conditions not specifically described in type, character, or quantity in a Work Order, which existence is deemed to be a differing site condition. (B) Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or are deemed to so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract price increased to reflect Contractor's increased costs plus a mark-up of 15 percent, and the mutually agreed schedule extended accordingly.
9. **LAWS AND REGULATIONS:** Contractor shall at all times comply with all applicable safety, licensing, employment and environmental laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government (herein "Law" or "Laws").
10. **OWNER:** Owner represents he/she/it is the Owner in fee simple of the real property upon which the construction improvement is to be made.
11. **ACCEPTANCE:** Upon receipt of written notice from Contractor requesting acceptance of the Work being performed hereunder, Owner and Contractor shall promptly inspect the job jointly and, in the event the same has been completed in conformity herewith, provide Contractor with a Notice of Completion in recordable manner and form. In the event the Work performed is subject to further inspection and/or final acceptance by another person or entity, and such inspection and/or final acceptance cannot be obtained through no fault of Contractor, then in such event the Work shall be deemed completed and accepted. Contractor shall warrant its Work against defects in materials and workmanship for a period of one year from the date of completion of the Work.
12. **PERMITS:** Owner will obtain and pay for all permits, inspection fees, soils test, engineering, staking, fees for utility connections, or other such similar items required for the performance of Work hereunder.
13. **SUBCONTRACTING:** Contractor shall have the right to subcontract any portion of the Work hereunder, and all Work performed by subcontractors shall be subject to all of the applicable Contract terms and conditions.
14. **LIENS AND CLAIMS:** Provided Contractor has been, and continues to be, timely paid all amounts due it, Contractor shall promptly pay valid claims of all persons, firms or corporations performing labor or furnishing equipment, materials and other items used in, upon or for the Work done hereunder.



Page 4

15. **FAILURE TO MAKE PAYMENTS:** In the event Owner shall fail to make payment at the times and in the amounts provided for in this Contract, Contractor shall have the right to stop Work. In such event all amounts due Contractor, including retention, if any, shall immediately become payable and Contractor shall have the right to recover all damages sustained by Contractor as a result of such breach of contract by Owner.

16. **DEFAULT:** In the event Contractor shall fail to timely perform any provision of this Contract and if such failure should continue for thirty (30) days after receipt of written notice from Owner, then Owner may terminate this Contract and cause the balance of the Work to be completed by other parties. In any such event, if the reasonable cost of such completion exceeds the unpaid balance due on the Contract price, Contractor shall promptly pay such difference to Owner; otherwise, the unpaid contract balance shall be paid to Contractor. The Owner and Contractor each waive the right to recover from the other any indirect, incidental or consequential damages regardless of how such damages are caused.

17. **COSTS AND ATTORNEYS' FEES:** Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach thereof, and/or to foreclose any mechanic's lien attributable to the Work done hereunder, the prevailing party shall be entitled to cost and reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

18. **NOTICES:** Any notice required or permitted hereunder shall be served personally on Contractor's construction manager or on the representative of Owner at the job site, or may be served by certified mail directed to the address of the party shown on the face of the Contract. Notices shall be effective upon receipt by the intended recipient.

19. **ASSIGNMENT:** Neither party shall assign all or any portion of this Contract without first obtaining the signed written consent of the other party. Subject to the foregoing, this agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.

20. **WAIVER OF RIGHTS:** Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.

21. **SEVERABILITY:** To the best knowledge and belief of the Parties, this Contract now contains no provision that is contrary to any Laws. In the event that any provision of this Contract shall at any time contravene in whole or in part any applicable Law, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.

22. **JURISDICTION:** It is understood and agreed that each and every provision of this Contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the state where the Work is to be performed.

OWNER ACKNOWLEDGES THAT INTERMOUNTAIN SLURRY SEAL, INC IS A NON-UNION COMPANY. OWNER AND CONTRACTOR AGREE THAT CONTRACTOR WILL NOT BE REQUIRED TO BECOME SIGNATORY TO ANY UNION AGREEMENTS OR IN ANY WAY BE BOUND TO ANY COLLECTIVE BARGAINING AGREEMENTS OR THE OBLIGATIONS THEREUNDER.

For Work performed within the State of Nevada:, Section 108.246 of the Nevada Revised Statutes requires the following notification to Owner: The provisions of NRS 108.245, a part of the Mechanic's Lien Law of the State of Nevada requires, for your information and protection from hidden liens, that each person or other legal entity which supplies materials to or performs work or services on a construction project, other than one who performs only labor, shall deliver to the owner a notice of the materials supplied or the work or services performed. You may receive such notices in connection with the construction project which you propose to undertake.

Executed at: Nevada as of the date first above written.

If Acceptable Please Sign Original and Return to:

Wyoming Corporation

INTERMOUNTAIN SLURRY SEAL, INC., a

BY: _____

BY: _____

OWNER

CONTRACTOR

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

06/14/2021

Date Rec'd

6/2/2021

Clerk's File #

OPR 2021-0380

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Contact Name/Phone

MIKE CANNON 625-4642

Contact E-Mail

MCANNON@SPOKANECITY.ORG

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

ITB 5415-21

Agenda Item Type

Contract Item

Requisition #

RE 19813

Agenda Item Name

4320 BIO FILTER MEDIA REPLACEMENT - DUNDEE CONCRETE & LANDSCAPING, LLC

Agenda Wording

Council approval to award contract with Dundee Concrete & Landscaping, LLC to remove and replace the old media for the Bio filter at the Water Reclamation Facility at a cost of \$116,120.00 plus applicable taxes.

Summary (Background)

RPWRF has two bio filters, which are used for odor control. They filter exhaust from the process building. The filter beds are composed of bark nuggets and hog fuel (strips of wood), which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis. This was sent out for BID #PW ITB 5415-21 and is scheduled to begin after Notice to Proceed and to end on September 15, 2021.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Expense \$ 126,454.68

Select \$

Select \$

Select \$

Budget Account

4320.43106.35148.54803

#

#

#

Approvals**Dept Head**

GENNETT, RAYLENE

Division Director

FEIST, MARLENE

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

PIES 5/24

Council Sponsor

Breean Beggs

Distribution List

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mhughes@spokanecity.org

Purchasing

PRINCE, THEA

Tax & Licenses

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Contract award to replace Bio Filter media at the Riverside Park Water Reclamation Facility.
Date:	May 24 th , 2021
Contact (email & phone):	Raylene Gennett, Director 625-7901 rgennett@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure – Affordable Utility Rates
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to award contract with Dundee Concrete & Landscaping, LLC to remove and replace the old media for the Bio Filter at the Water Reclamation Facility at a cost of \$116,120.00 plus applicable taxes.
<p><u>Background/History:</u> RPWRF has two bio filters, which are used for odor control. They filter exhaust from the process building. The filter beds are composed of bark nuggets and hog fuel (strips of wood), which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis.</p> <p>This was sent out for BID #PW ITB 5415-21 and is scheduled to begin after Notice to Proceed (ASAP) and to end on September 15, 2021.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <u>Impact</u> – approval of the replacement of media for one of the bio filters, while one remains on line to filter odor. This will allow the facility to remain in regulatory compliance. <u>Action</u> – RPWRF is seeking Council approval to award the contract for #PW ITB 5415-21. <u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **BIOFILTER MEDIA REPLACEMENT,
RIVERSIDE PARK RECLAMATION FACILITY**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DUNDEE CONCRETE AND LANDSCAPING, LLC**, whose address is 12812 North Chronicle Road, Mead, Washington 99021 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to perform Biofilter Media Replacement, Riverside Park Reclamation Facility; and

WHEREAS, the Contractor was selected Request for Bid No. PW ITB 5415-21.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF CONTRACT.

The term of this Contract begins on April 15, 2021, and ends on September 15, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the City's Request for Bid. 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 **Biofilter Media Replacement, Riverside Park Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED SIXTEEN THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$116,120.00)**, not including tax 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 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

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

8. BONDS.

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

9. PUBLIC WORKS REQUIREMENTS.

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

10. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

11. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at 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.

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.

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

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

15. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, 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

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the

completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. 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).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

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

22. CONSTRUAL.

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the

City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**DUNDEE CONCRETE AND
LANDSCAPING, LLC**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title
Attest:

Title
Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Payment/Performance Bond

EXHIBIT A

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

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

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

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

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

PAYMENT / PERFORMANCE BOND

We, DUNDEE CONCRETE AND LANDSCAPING, LLC as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SIXTEEN THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$116,120.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the *Biofilter Media Replacement, Riverside Park Reclamation Facility*. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

DUNDEE CONCRETE AND
LANDSCAPING, LLC, AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney



CITY OF SPOKANE - WTEF
2900 S GEIGER BLVD
Spokane, WA 99224-5400
Phone 509 625 6527

QUOTE TABULATION

Quote Number PW ITB 5226-20

On-site and Off-site "as needed" service of Sulzer Boiler Feed Water Pumps

BID ITEM	Sulzer
Contractor Performing On-site Services	
Removal Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$19,229.00
Sales Tax 8.9%	\$1,711.38
Extended Total	\$20,940.38
Installation Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$21,846.00
Sales Tax 8.9%	\$1,944.29
Extended Total	\$23,790.29
Bearing Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$11,355.50
Sales Tax 8.9%	\$1,010.64
Extended Total	\$12,366.14
Mechanical Seal Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$11,855.50
Sales Tax 8.9%	\$1,055.14
Extended Total	\$12,910.64
Balance Drum and Liner Removal and Installation; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$22,420.00
Sales Tax 8.9%	\$1,995.38

Extended Total	\$24,415.38
Hydraulic Performance and Vibration Testing; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, equipment required to complete the proposed project in strict accordance with the contract documents.	\$10,275.00
Sales Tax 8.9%	\$914.48
Extended Total	\$11,189.48
Contractor Performing On-site Services Overall Extended Total	\$105,612.31
BID ITEM	
Contractor Providing On-Site Supervision	
<u>Supervision of Removal Boiler Feed Water Pump;</u> "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	\$6,370.00
Sales Tax 8.9%	\$566.93
Extended Total	\$6,936.93
<u>Supervision of Installation Boiler Feed Water Pump;</u> "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	\$8,172.50
Sales Tax 8.9%	\$727.35
Extended Total	\$8,899.85
<u>Supervision of Bearing Change;</u> "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$6,370.00
Sales Tax 8.9%	\$566.93
Extended Total	\$6,936.93
<u>Supervision of Removal Mechanical Seal Change</u> "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$7,458.00
Sales Tax 8.9%	\$663.76
Extended Total	\$8,121.76
<u>Supervision of Balance Drum and Liner Removal and Installation;</u> "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$9,348.50
Sales Tax 8.9%	\$832.02
Extended Total	\$10,180.52
<u>Supervision of Hydraulic Performance and Vibration Testing;</u> "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$10,275.00
Sales Tax 8.9%	\$914.48

Extended Total	\$11,189.48		
Contractor Performing On-site Supervision Overall Extended Total	\$52,265.47		
BID ITEM	Description	Description	Description
In regards to other On-Site Services that were “not listed above” that may be required:	Straight Time	Overtime	Double Time
Hourly Rates & Classifications	Hours:	Hours:	Hours:
Onsite Supervisor	\$236.00	\$354.00	\$472.00
Onsite Mechanic	\$162.00	\$243.00	\$324.00
Travel	\$150.00	\$175.00	\$200.00
Standby	\$162.00		
(other)_____			
(other)_____			
(other)_____			
Percentage Markup For Parts / Materials Above Cost	35%		
BID ITEM	Description	Description	Description



QUOTE TABULATION

Quote Number PW ITB 5415-21 Biofilter Media Replacement, RPWRF

CONTRACTOR		Dundee	
Requirement/Item	Qty	Unit Price	Extended
BIOFLITER MEDIA: Medium Nugget Bark comprises approximately 75% by Volume, or 864 of the 1152 cubic yards)	864 Cubic Yards	\$50 per cubic yard	\$43200 Extend Price (\$30,240 Dundee Entered)
BIOFLITER MEDIA: Large Hog Fuel comprises approximately 25% by Volume, or 288 of the 1152 cubic yards)	288 Cubic Yards	\$25 per cubic yard	\$7200 Extend Price
LOAD, HAUL AND DISPOSE OF OLD MEDIA	Lump Sum Price for disposal of old biofilter media		\$20,000
MIXING, DELIVERY, AND INSTALLATION NEW MEDIA	Lump Sum Price for installation of new biofilter media		\$35,000
CLEANING/REMOVAL OF DEBRIS FROM BIOFILTER PLENUM	Lump Sum Price for cleaning of biofilter plenum		\$5,000
GEONET MESH: Approximately 5,720 Square Feet	5,720 Square Feet	\$1.00	\$5,720.00
SUBTOTAL BID PRICE PROPOSED FOR BIOFILTER MEIDA REPLACMENT: Lump sum price for items 1-5 above: Not including Sales Tax			\$116,120 Extend Price (\$103,160 Dundee Entered)
Tax 8.9%:			\$10,334.68 (Based on subtotal of \$116,120)
EXTENDED BID PRICE PROPOSED FOR BIOFILTER MEIDA REPLACMENT			\$126,454.68
Award Pending City Council Approval			

Bid Response Summary

Bid Number PW ITB 5415-21
Bid Title Biofilter Media Replacement, Riverside Park Reclamation Facility
Due Date Thursday, April 15, 2021 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Dundee Concrete & Landscaping
Submitted By steve felchlin - Friday, April 9, 2021 12:37:27 PM [(UTC-08:00) Pacific Time (US & Canada)]
 dundeespokane@gmail.com 5092163331

Comments**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	0
	#2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	ACKNOWLEDGED
	#3	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	ACKNOWLEDGED
Background and Purpose			
	#1	The Riverside Park Water Reclamation Facility (RPWRF), located at 4401 N. A.L. White Parkway, Spokane, WA 99205, operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	ACKNOWLEDGED
	#2	The RPWRF utilizes two Biofilter beds for odor control by filtering exhaust air from the process building. The filter beds are composed of bark nuggets and hog fuel (strips of wood) which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis. This requirement is to replace the media in one of the two filter beds. The other filter bed will remain online to maintain air quality.	ACKNOWLEDGED
	#3	The entire project needs to be completed by September 15, 2021	ACKNOWLEDGED
Bid Preparation and Evaluation			
	#1	CONTRACTOR'S REPRESENTATION: The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	ACKNOWLEDGED

#2	QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment and experience and financial ability to insure completion of the Work, unless waived by the City. Acknowledged	ACKNOWLEDGED
#3	AWARD OF CONTRACT. Award of contract, when made by the City, will be to the lowest responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results .	ACKNOWLEDGED
#4	PAYMENT. Payment will be made via direct deposit/ACH after receipt of Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Contractor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	ACKNOWLEDGED
#5	REJECTION OF BID. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	ACKNOWLEDGED
#6	REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	ACKNOWLEDGED
#7	PUBLIC WORK MAINTENANCE REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020. by either of the following: 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.	ACKNOWLEDGED
#8	CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	ACKNOWLEDGED
#9	BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	ACKNOWLEDGED

#10	Supplemental Bidder Responsibility Criteria will apply to this requirement. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	ACKNOWLEDGED
#10.1	Download "Supplemental Bidder Responsibility Criteria Form with Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	Supplemental Bidder.pdf
Submission of Bids		
#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	ACKNOWLEDGED
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.	ACKNOWLEDGED
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	ACKNOWLEDGED
Proprietary Information/Public Disclosure		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	ACKNOWLEDGED
#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	ACKNOWLEDGED
#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	ACKNOWLEDGED
#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	ACKNOWLEDGED
Contact Information		
#1	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Public Works Invitation to Bid.	Steve Felchlin 509 216-3331
PCB CERTIFICATION		

#1	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 biphenyls (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
#2	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)?	Don't Know
#3	If so were PCBs found at a measureable level?	Don't Know
#4	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)?	Don't Know
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measureable levels of PCBs?	No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
General Requirements		
#1	SCOPE OF WORK. Unless otherwise stated, the Contractor will do all the 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 specified Work.	ACKNOWLEDGED
#2	PERIOD OF PERFORMANCE: The Contract shall begin after the notice to proceed and once commenced, all work shall be done within fourteen (14) calendar days.	ACKNOWLEDGED
#3	LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$275 for each and every calendar day the work remains uncompleted.	ACKNOWLEDGED
#4	INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	ACKNOWLEDGED
#5	WASHINGTON STATE RETAIL SALES TAX. A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law. B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	ACKNOWLEDGED
#6	PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	ACKNOWLEDGED

#7	<p>GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.</p>	ACKNOWLEDGED
#8	<p>SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.</p>	ACKNOWLEDGED
#8.1	<p>Download "Subcontractor List Form," From The Bid Documents Tab, Complete And Upload Here. If No Subcontractors Will Be Used State This On The Form.</p>	Subcontractor List Form PW ITB 5415-21.docx
#9	<p>INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract; c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	ACKNOWLEDGED
#10	<p>BID BOND/BID SECURITY. The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the estimated contract. Bid bonds must be by a surety company authorized to do business as a surety in Washington State.</p>	ACKNOWLEDGED

#10.1	Download "Bid Bond Form" from the Bid Documents Tab, Complete And Upload Here with Copy of Bid Bond.	Bid Bond bio filter.pdf
#11	STATUTORY RETAINAGE. Is Not Required	ACKNOWLEDGED
#12	PAYMENT/PERFORMANCE BOND: is not required	I Acknowledge
#13	PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 4/15/2021. C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	ACKNOWLEDGED
#14	FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	ACKNOWLEDGED
#15	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620). A new Statement of Intent to Pay Prevailing Wage will need be filed on the anniversary date of the contract.	ACKNOWLEDGED
Technical Requirements		
#1	PERFORMANCE. The Contractor unless otherwise stated, the Contractor will do all the 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 specified work described as Biofilter Media Replacement.	ACKNOWLEDGED
#2	Vendor must provide new goenet, thickness 200 – 250 mil. It is estimated that 5,720 square feet would be required.	ACKNOWLEDGED
#3	Vendor must provide Biofilter Media is estimated to be 1152 Cubic Yards which is comprised of 75% Medium Nugget Bark and 25% Large Hog Fuel.	ACKNOWLEDGED
#4	Vendor must to remove existing media and geonet from biofilter's concrete enclosure having a length of 52 feet and width of 110 feet. It is estimated there is 1152 cubic yards of media contained in enclosure.	ACKNOWLEDGED

#4.1	Vendor must remove all debris that has fell through cattle gates. The area located below the cattle gates is referenced to as the "plenum area". Vendor must remove cattle gates to gain access to plenum area to enable vendor to be able to remove debris. After vendor has removed debris and cleaned the plenum area, the vendor must reposition cattle gates back into their original locations.	ACKNOWLEDGED
#4.2	Vendor must Load, Haul and Dispose of Old Media.	ACKNOWLEDGED
#5	Vendor must Mix, Deliver, and Install New Mixed Media and Geonet.	ACKNOWLEDGED
#6	Vendor must rake newly installed media so the media is level with concrete wall.	ACKNOWLEDGED
#7	Bidder must reviewed the 49 photos in Bid Documents Tab. The photos document a prior biofilter media placement.	ACKNOWLEDGED
#7.1	Breakout Listing of the 49 Photos by Quantity: Biofilter Drain Access Pie; Bioliter Misters; Cattle Grate Media Geonet; Cleaning Plenum; Cleaning Plenum (2); Cleaning Plenum (3); Cleaning Plenum (5); Copy of Old Media Texture; Ducting Loading Old Media (2); Loading Trucks(2); Loading Trucks (2); Loading Trucks (3); Loading Trucks Top View; Loading Trucks Top View (2); Media & Gonet; Media & Gonet Layout; Media Arrival; New Media; Old & New Media; Old & New Media (2); Old & New Media (3); Old Media; Old Media Drain Pipe; Old Media Removal (2); Old Media Removal (3); Old Media Texture; Old Media Texture (2); Unloading Old Media (5); Open Doors To Old Media; Placing Media in Biofilter; Placing New Media; Removing Cattle Grate; Removing Cattle Grate (2); Removing Old Media; Removing Old Media (2); Removing Old Media (3); Removing Old Media Top View; Replacing Media; Replacing New Media (2); Replacing New Media (3); Replacing New Media (5); Replacing New Media (6); Rolling Out Geonet; Unloading Old Media (3); Unloading Old Media - Top View (3); Unloading Old Media (4); Unloading Old Media(5); and Unloading Old Media (6)	ACKNOWLEDGED
#8	The Firm must be licensed to do business in the State of Washington.	ACKNOWLEDGED
Contractor's Responsibility		
#1	Washington State Contractor's Registration Number	dundec1885dl
#2	U.B.I. Number	602589496
#3	Washington Employee Security Department Number	000363889001
#4	Washington Excise Tax Registration Number	421697326
#5	City of Spokane Business Registration Number	dundec1885dl
Terms and Conditions		
#1	Bidder acknowledges the Standard Terms & Conditions in the Document tab of this project. Not accepting these Standard Terms & Conditions as written may be cause for being found non-responsive.	ACKNOWLEDGED
Pricing		
#1	Pricing is not to include sales tax.	ACKNOWLEDGED

#1.1	Sales Tax: The City will apply applicable tax rate of 8.9% to Bidder's response when tabulating bids. (Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.) Acknowledge.	ACKNOWLEDGED
#2	Download "Bid Proposal Pages" from the Documents Tab, Complete And Upload Here.	Bid Propasal.pdf
Additional Documents Bidder Would Like To Upload		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

BID PROPOSAL

PROJECT: PW ITB 5415-21

Biofilter Media Replacement, Riverside Park Reclamation Facility

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

The price(s) listed in this bid proposal is tendered as an offer to do all the 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 specified work described as Biofilter Media Replacement.

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 0 and agrees that their requirements have been included in this bid proposal.

1. **BIOFLITER MEDIA:** (Estimated 1152 cubic yards)

- a. Medium Nugget Bark comprises approximately 75% by Volume, or 864 of the 1152 cubic yards)

\$ 50 per Cubic Yard X 864 Cubic Yards = \$ 30,240.00

- b. Large Hog Fuel comprises approximately 25% by Volume, or 288 of the 1152 cubic yards)

\$ 25 per Cubic Yards X 288 Cubic Yards = \$ 7,200.00

2. **LOAD, HAUL AND DISPOSE OF OLD MEDIA:**

Lump Sum Price for disposal of old biofilter media: \$ 20,000.00

3. **MIXING, DELIVERY, AND INSTALLATION NEW MEDIA:**

Lump Sum Price for installation of new biofilter media \$ 35,000.00

4. **CLEANING/REMOVAL OF DEBRIS FROM BIOFILTER PLENUM:**

Lump Sum Price for cleaning of biofilter plenum: \$ 5,000.00

5. **GEONET MESH:**

Approximately 5,720 Square Feet at \$ 1.00 per Square Foot =
\$ 5720.00

=====

EXTENDED TOTAL BID PRICE PROPOSED FOR BIOFILTER MEIDA REPLACMENT:

\$ 103,160.00 *

Lump sum price for items 1-5 above. **Pricing Should Not Include Sales Tax***

*Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate

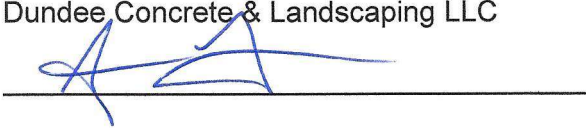
whether that tax shall be charged through the supplier or paid by the City as use tax.

The firm agrees that its bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. _____ dundec1885dl
U.B.I. Number _____ 602589496
Washington Employment Security Department Number _____ 000363889001
Washington Excise Tax Registration Number _____ 421697326
City of Spokane Business Registration Number _____ dundec1885dl

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and

FIRM NAME: Dundee Concrete & Landscaping LLC
SIGNATURE: 
TITLE: Owner
PHONE and Email ADDRESS 509 216-3331
ADDRESS 12812 N. Chronicle st Mead, WA 99021



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

Project Name: Biofilter Media Replacement , Riverside Park Reclamation Facility	
	Project # PW ITB 5415-21
Part A: General Company Information	
Company Name Dundee Concrete & Landscaping LLC	
Address 12812 N Chronicle st Mead, WA 99021	
Contact Name and Title Steve Felchlin- Owner	
Contact Phone 509 216-3331	Contact E-mail dundeespokane@gmail.com
Years in business as a Prime Contractor 16	Years in business as a sub-contractor 16
Years in business under present Name 16	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years	
Explain reason for name change(s) in the past five (5) years	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. If a number of construction projects is not requested in PW ITB document, list two (2) projects	
We have done this project 3 times	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	
Part E: Safety	
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Part F: Environmental

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

☐ Yes ☒ No

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

Part G: Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantage business enterprises, apprenticeship or other similar utilization requirements on public works projects?

☐ Yes ☒ No

If "Yes," attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation or the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

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

☐ Yes ☒ No

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

Part I. Prevailing Wage

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

☐ Yes ☒ No

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

☐ Yes ☐ No

Part J. Public Bidding Crime (Criminal Convictions)

Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?

☐ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the dated of conviction(s), the offenses(s), convicted of, the punishment, and a brief statement of the facts underlying the convictions(s).

Part K. Claims Against Retainage and Bonds

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

☐ Yes ☒ No

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

Part L. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part M: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part N: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

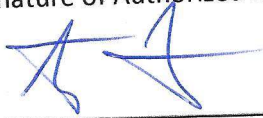
☐ Yes ☒ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative



Date

4/6/21

Printed Name of Authorized Representative

Steve Felchlin

Title

owner

Instructions for the Supplemental Bidder Responsibility Form

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name Dundee Concrete & Landscaping		Bidders Contact Name & Phone Number Steve Felchlin 509 216-3331	
Project Name: Bio Filter Media replacmenet		Project Contract Number	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description We have done the job 3 times			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB 5415-21
Biofilter Media Replacement, Riverside Park Reclamation Facility

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

____X____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Bond No. Bid Bond

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Dundee Concrete and Land LLC
12812 N Chronicle St
Mead, WA 99021

as Principal hereinafter called the Principal, and Old Republic Surety
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

as Obligee, hereinafter called the Obligee, in the sum of 5% of accompanying bid

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for bio filter media replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of April, 2021

Witness

Dundee Concrete and Land LLC

Principal (Seal)

By: _____
Name/Title

Old Republic Surety

Surety

By: Rachel B Thompson Attorney-in-Fact



Angela Christine Murphy

Witness



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Rachel B Thompson, Bloomington IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS (\$2,000,000) FOR ANY SINGLE OBLIGATION REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of March, 2019.

Jane E. Cherney
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of March, 2019, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

CERTIFICATE

My Commission Expires: 09/28/2022

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0403412



Signed and sealed at the City of Brookfield, WI this 9th day of April, 2021.

Jane E. Cherney
Assistant Secretary

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

06/14/2021

Date Rec'd

6/2/2021

Clerk's File #

OPR 2021-0381

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Contact Name/Phone

MIKE CANNON 625-4642

Contact E-Mail

MCANNON@SPOKANECITY.ORG

Cross Ref #**Project #****Bid #**STATE MASTER
02420**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4320 PM SERVICE OF POWER GENERATORS - CUMMINS INC.

Agenda Wording

Council approval to award contract of Generator PM Service from the WA State Master Contract (#02420), Cummins Inc. This is an estimated cost of \$211,000.00 + applicable taxes over 5 years. Period is April 15, 2021 through April 14, 2026.

Summary (Background)

RPWRF has (29) emergency back-up generators that provide back-up power for pumping wastewater from low spots to the main wastewater sewer collection system throughout the city. These generators need maintenance, repair services and performance testing. A pumping station that is without power for more than 30-60 minutes will likely cause property and or environmental damage.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 330,000.00

4320.43201.35148.54803

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

COSTER, MICHAEL

Study Session\Other

PIES 5/24

Division Director

FEIST, MARLENE

Council Sponsor

Breean Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

hbarnhart@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

PRINCE, THEA

Tax & Licenses

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Purchase of Generator Planned Maintenance Service
Date:	May 24 th , 2021
Contact (email & phone):	Raylene Gennett, Director 625-7901 rgennett@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure – Affordable Utility Rates
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to authorize procurement of Generator Planned Maintenance Service from the Washington State Master Contract vendor (#02420), Cummins, Inc. This is an estimated cost of \$211,000.00 + applicable taxes over 5 years for the period of June 1 st , 2021 through May 31, 2026.
<p>Background/History: RPWRF has (29) emergency back-up generators that provide back-up power for pumping wastewater from low spots to the main wastewater sewer collection system throughout the city. These generators need maintenance, repair services and performance testing. A pumping station that is without power for more than 30-60 minutes will likely cause property and or environmental damage.</p> <p>Cummins, Inc. is the Washington State Master Contract vendor (#02420).</p> <p>This is a five-year contract scheduled to begin on June 1st, 2021 and to end on May 31, 2026.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> <u>Impact</u> – Continuation of RPWRF operations. <u>Action</u> – RPWRF is seeking Council approval to authorize Generator Planned Maintenance Sservice through Cummings, Inc. the Washington State Master Contract Vendor (#02420). <u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: PLANNED MAINTENANCE
OF POWER GENERATORS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CUMMINS SALES AND SERVICE**, whose address is 1030 SW 34th Street, Suite A, Renton, Washington 98057 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to perform Planned Maintenance of Power Generators at the Riverside Park Reclamation Facility; and

WHEREAS, the Contractor was selected through Washington State Master Contract No. 02420.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF CONTRACT.

The term of this Contract begins on April 15, 2021, and ends on April 14, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in Contractor's April 5, 2021 Proposal, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. 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 **Planned Maintenance of Power Generators at the Riverside Park Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

Acceptable generator performance will be verified with a successful completion of the load test.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED TEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$210,900.00)**, not including tax 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 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. 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.

5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

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

8. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW

39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at 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.

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.

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

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The

Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

15. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, 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

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. 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).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

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

22. CONSTRUAL.

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the

breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

CUMMINS SALES AND SERVICE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title
Attest:

Title
Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Exhibit B - Contractor's April 5, 2021

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

MASTER CONTRACT 02420

PRICES FOR SERVICES

VENDOR: Cummins Sales and Service

Mike Radford
(206) 276-7680
michael.radford@cummins.com

Category 1: Preventive maintenance, repair services and load bank testing for generators up to 600 kW.

Region	Mechanic		Electrician		Truck driver	
North Puget Sound	PW +	85%	PW +	65%	PW +	90%
Olympic	PW +	90%	PW +	68%	PW +	95%
Southwest	PW +	90%	PW +	68%	PW +	160%
North Central	PW +	115%	PW +	70%	PW +	150%
South Central	PW +	115%	PW +	80%	PW +	140%
Eastern	PW +	115%	PW +	100%	PW +	110%
Other markups						
After-hours/emergency work (Overtime)		PW + 155%				
Replacement Parts		20%				

Category 2: Preventive maintenance, repair services and load bank testing for generators 601 kW to 3,000 kW (or larger)

Region	Mechanic		Electrician		Truck driver	
North Puget Sound	PW +	85%	PW +	65%	PW +	90%
Olympic	PW +	90%	PW +	73%	PW +	93%
Southwest	PW +	90%	PW +	73%	PW +	166%
North Central	PW +	115%	PW +	70%	PW +	150%
South Central	PW +	115%	PW +	85%	PW +	140%
Eastern	PW +	115%	PW +	105%	PW +	110%
Other markups						

After-hours/emergency work	<i>PW + 155%</i>
Replacement parts	<i>20%</i>

Permit fees

Cost of permit fees may be charged at cost as a separate line item on customer invoices. Labor costs involved in obtaining permits may be charged at regular contract prices.

Travel charges

Mileage: \$3 per mile

Hourly each way: Charged at the actual hours in transit for the actual technician for the county of the job site at the markup rate (PW+%) for the region. Example: For an electrician traveling to King County, hourly each way would be \$137.03; in Spokane, it would be \$115.54.

Per diem at actual State Administrative and Accounting Manual rates (based on federal GSA guidelines) per location of job – no minimum charge; no charge for lodging if no overnight stay.

Minimum charge for service: \$30



MASTER CONTRACT

No. 02420

GENERATOR MAINTENANCE AND REPAIR

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

**CUMMINS INC.
dba
CUMMINS SALES AND SERVICE**

In All Categories and All Regions

Dated February 16 , 2021

MASTER CONTRACT

No. 02420

GENERATOR MAINTENANCE AND REPAIR

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Cummins Inc., an Indiana corporation ("Contractor") and is dated and effective as of February 8, 2021.

RECITALS

- A. Pursuant to Legislative direction codified in RCW Chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 02420 dated November 4, 2020.
- C. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for all regions and all categories.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase Generator Maintenance and Repair as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Master Contract is sixty (60) months, commencing February 8, 2021, and ending February 7, 2026.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - 2.2. **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington and Washington State University;

- Regional universities – i.e., Central Washington University, Eastern Washington University, and Western Washington University
 - The Evergreen State College;
 - Community colleges and technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor shall furnish qualified personnel, replacement parts, tools and supplies to perform generator preventive maintenance, repairs and load bank testing in accordance with the manufacturer requirements and current industry standards (hereafter “Services”) for the prices set forth in *Exhibit A – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any services beyond those set forth in this Master Agreement.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, Contractor guarantees to provide Services during the term of this Master Contract at no greater than the prices (prevailing wage plus percentage markup) set forth in *Exhibit A – Prices*.
- 3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

- 4.2. SUSPENSION AND DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. PERFORMANCE & DELIVERY OF SERVICES. Contractor represents and warrants that in performing Services pursuant to this Master Contract, Contractor shall:
- (a) Provide replacement parts and supplies that are merchantable, fit and safe for the intended purposes, free from defects in materials and workmanship, free of liens and encumbrances and are produced and delivered in full compliance with applicable law;
 - (b) Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
 - (c) Meet or exceed the performance and operational standards and specifications in this Master Contract;
 - (d) Not interfere with the State's operations;
 - (e) Obtain and maintain all necessary licenses, permits, or other authorizations necessary for the performance of the Master Contract;
 - (f) Cooperate with the State and any third party to achieve the objectives of the Master Contract;
 - (g) Return to the Purchaser any Purchaser-furnished equipment or other resources in the same condition as when provided when no longer required for the Master Contract;
 - (h) Comply with all Purchaser physical and IT security policies and standards which will be made available upon request;
 - (i) Comply with all State fire, access, safety, and other security requirements while on State premises; and
 - (j) Provide the State priority in performance of this Master Contract except as mandated by federal disaster response requirements.

Upon breach of warranty, Contractor will repair or re-perform (at no charge to Purchaser) any Services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or re-performance is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation,

actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. Notwithstanding any provision to the contrary, any breach under this paragraph is considered a material breach.

- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three-year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within 30 days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor will not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. PERFORMANCE SPECIFICATIONS. Contractor represents and warrants that all Services performed by Contractor shall be based upon the performance specifications of individual equipment as published by the equipment manufacturer or as otherwise indicated in this Master Contract or Purchaser's ordering document.
- 4.8. INDUSTRY CODES AND STANDARDS. Contractor represents and warrants that Contractor's Services comply with the latest edition of applicable industry and government codes and standards.
- 4.9. LABOR FURNISHED. Contractor represents and warrants that any electrical work required for the Services performed by Contractor shall be performed by a certified journey-level electrician as required by RCW [19.28.161](#) and WAC [296-46B-920](#).

- 4.10. MANUFACTURER CERTIFICATION. Contractor represents and warrants that it is an authorized service provider for the following manufacturers - Caterpillar, Kohler-SDMO, Cummins, and Generac - and that it shall maintain its authorized service provider status for the Term of this Master Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized service provider.
- 4.11. PROCUREMENT ETHICS AND PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.12. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.13. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.14. MASTER CONTRACT PROMOTION, ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.15. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All order documents must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
- 5.2. RECEIPT AND INSPECTION OF SERVICES. Services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Services that are not in accordance with this Master Contract and Purchase Order. If there are any apparent defects in the Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair, replace or re-perform, at Contractor's expense, any or all of the Services within five (5) business days of the notice or, at Purchaser's option, Purchaser may note any issues with the services on the receiving report, decline acceptance, and deduct the cost of rejected Services from final payment. Payment for any Services under such Purchase Order shall not be deemed acceptance of the Services.
- 5.3. ON SITE SAFETY REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements. Contractor's employees might have to pass a security background check before performing Services for certain Purchasers. All Contractor's employees who provide services at Department of Corrections (DOC) facilities must pass a security background check to be cleared for access to a DOC facility. Contractor shall submit required personnel information with adequate time for completion of a security background clearance, generally five (5) business days ahead of a scheduled site visit. For emergency requests, the Contractor will maintain a ready pool of personnel who are cleared for access. Some DOC facilities may require security clearance to be updated every 90 days. Contractors' employees who provide service at a DOC facility may be required to attend a security briefing before working inside a facility for the first time. The briefing will cover tool control, key control, association with offenders, staff escorts, use of cell phones, pagers, cameras, tobacco products, alcohol, and weapons.
- 5.4. CLEANING. Contractor shall insure that all areas are clean and salvaged materials or scraps are removed before leaving jobsite. The cleaning must be to a minimum of industry standards, and shall be to the full satisfaction of Purchaser. Contractor will be fully responsible for removal and disposal of all parts, supplies, oils, greases, solvents and soiled cleaning cloths/rags that are used in performing the Services. All material will be disposed of in accordance with all applicable local, State and Federal laws and regulations.
- 5.5. PREVENTIVE MAINTENANCE. Contractor shall perform preventive maintenance to prevent malfunctions or shutdowns of generator systems due to normal wear and tear. Preventive

maintenance includes scheduled, periodic, on-site inspection, testing, adjustments and part replacements of the generator system to keep a generator in proper working order consistent with original manufacturer specifications and recommendations. Contractor and Purchaser shall establish a preventive maintenance agreement to cover the specific tasks and frequency of preventive maintenance services for Purchaser's generator system. Services shall be performed during normal business hours and charged at a regular hourly rate, unless otherwise requested and approved by the Purchaser in advance. Normal business hours shall mean 7:30 a.m. to 5 p.m., Monday through Friday, with the exception of state holidays.

- 5.6. **LOAD BANK TESTING.** Contractor shall perform load bank testing and provide Purchaser with the load bank testing report that contains comprehensive test results. Load bank testing produces artificial loads on the generators by bringing the engine to an appropriate operating temperature and pressures to verify all primary components of the generator system are in proper working condition consistent with original manufacturer specifications and recommendations. Contractor and Purchaser shall establish an agreement to cover the specific tasks and frequency of load bank testing services for Purchaser's generator system. Services shall be performed during normal business hours and charged at a regular hourly rate, unless otherwise requested and approved by the Purchaser in advance. Normal business hours shall mean 8 a.m. to 5 p.m., Monday through Friday with the exception of the state holidays.
- 5.7. **REPAIR SERVICES.** Repair services include unscheduled maintenance of generator systems which are not operating properly and require immediate repair or service to return them to proper working order consistent with original manufacturer specifications and recommendations. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week telephone service for as-needed repair requests. Prior to any repairs being made by the Contractor, the Contractor shall submit a written proposal to the Purchaser to obtain formal approval to proceed.
- 5.8. **REPLACEMENT PARTS.** In performing the services, Contractor shall provide only new replacement parts that are approved by the serviced generator's manufacturer. If Contractor wishes to provide parts other than recommended by the original equipment manufacturer, Contractor shall, in writing, state the type proposed and the specifications to the Purchaser for review and written approval. Contractor shall use commercially reasonable efforts to procure replacements parts in the most expeditious manner available.
- 5.9. **RESPONSE TIMES.** Contractor must arrive at Purchaser's location within a four-hour window for a scheduled appointment; within six hours of the Purchaser's request for emergency repair services (as defined in Section 5.7); and 10 hours for emergency repair services in a rural location, defined as two hours or more from a Contractor's regional office.

6. INVOICING AND PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
 - (a) Master Contract No. 02420.
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor customer service representative).

- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor shall provide Purchaser with the estimates and invoices for the Services that breakdown the total cost into the number of hours required to complete the Services, and pricing for supplies and replacement parts in accordance with the rates and mark-ups as set forth in *Exhibit A – Prices*. Upon Purchaser's request Contractor has to provide its supplier invoices to verify cost paid for supplies and replacement parts. Documentation of hours is required for Services payment due to Contractor. If less than the stated hours of Services are performed, the prorated dollar value for the time short will be deducted from Contractor's invoice.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose one percent (1%) per month on the amount overdue thirty days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION AND NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact

for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Bart Potter
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9431
Email: bart.potter@des.wa.gov

Contractor

Attn: Mike Radford
1800 Fryar Ave Sumner, WA 98390
Tel: (206) 276-7680
Email: michael.radford@cummins.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Scott Beier
Assistant Counsel
Cummins, Inc.
301 E. Market Street,
Indianapolis, IN 46204
Email: scott.beier@cummins.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; AND CONTRACTOR REPORTS.

- 8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .015.$$
- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number (02420), work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and

transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel.

9. RECORDS RETENTION AND AUDITS

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit B – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for services and no additional payment shall be made.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 12. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION AND TERMINATION; REMEDIES.

- 13.1. **SUSPENSION AND TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default.

Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- (k) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (l) Contractor breaches any representation or warranty provided herein; or
- (m) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

13.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of

the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 14.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance

of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

- 14.8. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. **JURISDICTION AND VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court

for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

- 14.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18. **FAIR CONSTRUCTION AND INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. **CAPTIONS AND HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

- 14.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew

Its: Chief Purchasing Officer

Signature: *Elena McGrew*

CUMMINS INC., an Indiana corporation, dba
Cummins Sales and Service

By: Fred Risse

Its: Dir. Power Generation PEM Solutions, Western U.S.

Signature: *Fred Risse*

PRICES FOR SERVICES

Category 1: Preventive maintenance, repair services and load bank testing for generators up to 600 kW.

Region	Mechanic		Electrician		Truck driver	
North Puget Sound	PW +	85%	PW +	65%	PW +	90%
Olympic	PW +	90%	PW +	68%	PW +	95%
Southwest	PW +	90%	PW +	68%	PW +	160%
North Central	PW +	115%	PW +	70%	PW +	150%
South Central	PW +	115%	PW +	80%	PW +	140%
Eastern	PW +	115%	PW +	100%	PW +	110%
Other markups						
After-hours/emergency work (Overtime)	PW + 155%					
Replacement Parts	20%					

Category 2: Preventive maintenance, repair services and load bank testing for generators 601 kW to 3,000 kW (or larger)

Region	Mechanic		Electrician		Truck driver	
North Puget Sound	PW +	85%	PW +	65%	PW +	90%
Olympic	PW +	90%	PW +	73%	PW +	93%
Southwest	PW +	90%	PW +	73%	PW +	166%
North Central	PW +	115%	PW +	70%	PW +	150%
South Central	PW +	115%	PW +	85%	PW +	140%
Eastern	PW +	115%	PW +	105%	PW +	110%
Other markups						
After-hours/emergency work	PW + 155%					
Replacement parts	20%					

Permit fees

Cost of permit fees may be charged at cost as a separate line item on customer invoices. Labor costs involved in obtaining permits may be charged at regular contract prices.

Travel charges

Mileage: \$3 per mile

Hourly each way: Charged at the actual hours in transit for the actual technician for the county of the job site at the markup rate (PW+%) for the region. Example: For an electrician traveling to King County, hourly each way would be \$137.03; in Spokane, it would be \$115.54.

Per diem at actual State Administrative and Accounting Manual rates (based on federal GSA guidelines) per location of job – no minimum charge; no charge for lodging if no overnight stay.

Minimum charge for service: \$300.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.**
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Master Contract.



4/23/2021

City of Spokane, Riverside Park Water Reclamation Department (RPWRF)
4401 N Aubrey L White Pkwy
SPOKANE, WA 99202
RE: Planned Maintenance Proposal

Dear Heather Barnhart,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Mike Radford

Mike Radford
Territory Manager
Office: (206) 276-7680
Cell: (206) 276-7680
Email: michael.radford@cummins.com



Cummins Inc.
11134 W. Westbow Blvd.
Spokane, WA 99224
Phone: (509) 455-4411
Fax: (509) 624-4681

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
City of Spokane, Riverside Park Water Reclamation Department (RPWRF) 4401 N Aubrey L White Pkwy SPOKANE, WA 99202 Customer #: 251786 WA State Contract No. 02420 Payment Type: Pay As You Go	Name: Heather Barnhart Phone: 509 625 4606 Cell: 509.723.9392 Fax: (509) 625-7940 E-mail: hbarnhart@spokanecity.org	Quote Date: 4/23/2021 Quote Expires: 6/22/2021 Quote ID: QT-6381 Quoted By: Mike Radford Quote Term: 5 Year

Site Name: City of Spokane Wastewater Department Portable

(909 E. Sprague Ave. SPOKANE WA 99202)

Unit Name:	City of Spokane Wastewater Department Portable	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Other	1	May	Full Service	1	\$622.45	\$622.45
Model:	MMD Power Pro 100	1	May	Loadbank (2 Hrs)	1	\$749.69	\$749.69
S/N:	GBGI-218656	Year 1 Total: \$1,372.14					
Size:	100kW	2	May	Full Service	1	\$639.83	\$639.83
ATS Qty:	1	2	May	Loadbank (2 Hrs)	1	\$766.38	\$766.38
Notes:		Year 2 Total: \$1,406.21					
		3	May	Full Service	1	\$657.73	\$657.73
		3	May	Loadbank (2 Hrs)	1	\$783.58	\$783.58
		Year 3 Total: \$1,441.31					
		4	May	Full Service	1	\$676.16	\$676.16
		4	May	Loadbank (2 Hrs)	1	\$801.29	\$801.29
		Year 4 Total: \$1,477.45					
		5	May	Full Service	1	\$695.15	\$695.15
		5	May	Loadbank (2 Hrs)	1	\$819.53	\$819.53
		Year 5 Total: \$1,514.68					

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name: CSO 26

(930 W. Spokane Falls Blvd SPOKANE WA 99201)

Unit Name:	CSO 26	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Caterpillar	1	May	Full Service	1	\$810.32	\$810.32
Model:	DG125-2	1	May	Loadbank (2 Hrs)	1	\$749.69	\$749.69
S/N:	CATDG125VT4400153	Year 1 Total: \$1,560.01					
Size:	124kW	2	May	Full Service	1	\$833.33	\$833.33
ATS Qty:	1	2	May	Loadbank (2 Hrs)	1	\$766.38	\$766.38
Notes:		Year 2 Total: \$1,599.71					
		3	May	Full Service	1	\$857.04	\$857.04
		3	May	Loadbank (2 Hrs)	1	\$783.58	\$783.58
		Year 3 Total: \$1,640.62					
		4	May	Full Service	1	\$881.45	\$881.45

4	May	Loadbank (2 Hrs)	1	\$801.29	\$801.29
Year 4 Total:\$1,682.74					
5	May	Full Service	1	\$906.60	\$906.60
5	May	Loadbank (2 Hrs)	1	\$819.53	\$819.53
Year 5 Total:\$1,726.13					

The following riders are included for this unit on this quote:
With Loadbank: Load Bank Permit

Site Name:LS # 21 Crestline Court

(2315 N. Crestline Court SPOKANE WA 99207)

Unit Name: LS # 21 Crestline Court

Make: Onan

Model: 60GGHE

S/N: CI10201163

Size: 60kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$531.52	\$531.52
1	May	Loadbank (2 Hrs)	1	\$713.19	\$713.19
Year 1 Total:\$1,244.71					
2	May	Full Service	1	\$545.76	\$545.76
2	May	Loadbank (2 Hrs)	1	\$729.88	\$729.88
Year 2 Total:\$1,275.64					
3	May	Full Service	1	\$560.44	\$560.44
3	May	Loadbank (2 Hrs)	1	\$747.08	\$747.08
Year 3 Total:\$1,307.52					
4	May	Full Service	1	\$575.55	\$575.55
4	May	Loadbank (2 Hrs)	1	\$764.79	\$764.79
Year 4 Total:\$1,340.34					
5	May	Full Service	1	\$591.11	\$591.11
5	May	Loadbank (2 Hrs)	1	\$783.03	\$783.03
Year 5 Total:\$1,374.14					

The following riders are included for this unit on this quote:
With Loadbank: Load Bank Permit

Site Name:LS #1 Clarke Avenue

(2414 W. Clark Ave SPOKANE WA 99202)

Unit Name: LS #1 Clarke Avenue

Make: Cummins

Model: 800DFHB82636-A

S/N: H960613530

Size: 800kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$1,451.18	\$1,451.18
1	May	Loadbank (2 Hrs)	1	\$1,404.47	\$1,404.47
Year 1 Total:\$2,855.65					
2	May	Full Service	1	\$1,493.99	\$1,493.99
2	May	Loadbank (2 Hrs)	1	\$1,422.63	\$1,422.63
2	Unknown	Hourly Rate Check	1	\$109.46	\$109.46
Year 2 Total:\$3,026.08					
3	May	Full Service	1	\$1,538.08	\$1,538.08
3	May	Loadbank (2 Hrs)	1	\$1,441.32	\$1,441.32
Year 3 Total:\$2,979.40					
4	May	Full Service	1	\$1,583.49	\$1,583.49
4	May	Loadbank (2 Hrs)	1	\$1,460.59	\$1,460.59
Year 4 Total:\$3,044.08					
5	May	Full Service	1	\$1,630.27	\$1,630.27
5	May	Loadbank (2 Hrs)	1	\$1,480.42	\$1,480.42
Year 5 Total:\$3,110.69					

The following riders are included for this unit on this quote:
With Loadbank: Load Bank Permit

Site Name:LS #10 Springfield

(1015 E. Springfield Ave SPOKANE WA 99208)

Unit Name: LS #10 Springfield

Make: Onan

Model: GGMC

S/N: L120425351

Size: 29kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$466.53	\$466.53
1	May	Loadbank (2 Hrs)	1	\$673.59	\$673.59
Year 1 Total:\$1,140.12					
2	May	Full Service	1	\$479.15	\$479.15
2	May	Loadbank (2 Hrs)	1	\$689.42	\$689.42
Year 2 Total:\$1,168.57					
3	May	Full Service	1	\$492.15	\$492.15
3	May	Loadbank (2 Hrs)	1	\$705.73	\$705.73
Year 3 Total:\$1,197.88					
4	May	Full Service	1	\$505.53	\$505.53
4	May	Loadbank (2 Hrs)	1	\$722.52	\$722.52
Year 4 Total:\$1,228.05					
5	May	Full Service	1	\$519.32	\$519.32
5	May	Loadbank (2 Hrs)	1	\$739.82	\$739.82
Year 5 Total:\$1,259.14					

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:LS #11 Rossmore Ridge

(8910 N. Kensington Street SPOKANE WA 99208)

Unit Name: LS #11 Rossmore

Name: Ridge

Make: Onan

Model: GGPB

S/N: D130486401

Size: 40kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$499.40	\$499.40
1	May	Loadbank (2 Hrs)	1	\$673.59	\$673.59
Year 1 Total:\$1,172.99					
2	May	Full Service	1	\$513.00	\$513.00
2	May	Loadbank (2 Hrs)	1	\$689.42	\$689.42
Year 2 Total:\$1,202.42					
3	May	Full Service	1	\$527.02	\$527.02
3	May	Loadbank (2 Hrs)	1	\$705.73	\$705.73
Year 3 Total:\$1,232.75					
4	May	Full Service	1	\$541.45	\$541.45
4	May	Loadbank (2 Hrs)	1	\$722.52	\$722.52
Year 4 Total:\$1,263.97					
5	May	Full Service	1	\$556.32	\$556.32
5	May	Loadbank (2 Hrs)	1	\$739.82	\$739.82
Year 5 Total:\$1,296.14					

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:LS #12 Shiloh Hills

(8115 N. Nevada Street SPOKANE WA 99208)

Unit Name: LS #12 Shiloh Hills

Make: Kohler

Model: 30RH

S/N: 59827

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$499.40	\$499.40
1	May	Loadbank (2 Hrs)	1	\$673.59	\$673.59

Size: 30kW

ATS Qty: 1

Notes:

Year 1 Total:\$1,172.99

2	May	Full Service	1	\$513.00	\$513.00
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2	May	Loadbank (2 Hrs)	1	\$689.42	\$689.42
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Year 2 Total:\$1,202.42

3	May	Full Service	1	\$527.02	\$527.02
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3	May	Loadbank (2 Hrs)	1	\$705.73	\$705.73
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Year 3 Total:\$1,232.75

4	May	Full Service	1	\$541.45	\$541.45
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4	May	Loadbank (2 Hrs)	1	\$722.52	\$722.52
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Year 4 Total:\$1,263.97

5	May	Full Service	1	\$556.32	\$556.32
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5	May	Loadbank (2 Hrs)	1	\$739.82	\$739.82
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Year 5 Total:\$1,296.14

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:LS #13 North Pointe

(9470 N. Colton Street SPOKANE WA 99208)

Unit Name: LS #13 North Pointe

Make: Generac

Model: 32868-12688

S/N: AD202831SNL

Size: 230kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
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1	May	Full Service	1	\$864.16	\$864.16
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1	May	Loadbank (2 Hrs)	1	\$773.59	\$773.59
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Year 1 Total:\$1,637.75

2	May	Full Service	1	\$888.71	\$888.71
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2	May	Loadbank (2 Hrs)	1	\$789.42	\$789.42
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Year 2 Total:\$1,678.13

3	May	Full Service	1	\$913.99	\$913.99
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3	May	Loadbank (2 Hrs)	1	\$805.73	\$805.73
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Year 3 Total:\$1,719.72

4	May	Full Service	1	\$940.03	\$940.03
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4	May	Loadbank (2 Hrs)	1	\$822.52	\$822.52
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Year 4 Total:\$1,762.55

5	May	Full Service	1	\$966.86	\$966.86
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5	May	Loadbank (2 Hrs)	1	\$839.82	\$839.82
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Year 5 Total:\$1,806.68

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:LS #15 Copper River

(2903 W. Whistalks Way SPOKANE WA 99224)

Unit Name: LS #15 Copper River

Make: Cummins

Model: 100 GGHH

S/N: D110209838

Size: 100kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
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1	May	Full Service	1	\$596.35	\$596.35
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1	May	Loadbank (2 Hrs)	1	\$723.59	\$723.59
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Year 1 Total:\$1,319.94

2	May	Full Service	1	\$612.86	\$612.86
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2	May	Loadbank (2 Hrs)	1	\$739.42	\$739.42
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Year 2 Total:\$1,352.28

3	May	Full Service	1	\$629.87	\$629.87
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3	May	Loadbank (2 Hrs)	1	\$755.73	\$755.73
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Year 3 Total:\$1,385.60

4	May	Full Service	1	\$647.39	\$647.39
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4	May	Loadbank (2 Hrs)	1	\$772.52	\$772.52
				Year 4 Total:\$1,419.91	
5	May	Full Service	1	\$665.44	\$665.44
5	May	Loadbank (2 Hrs)	1	\$789.82	\$789.82
				Year 5 Total:\$1,455.26	

The following riders are included for this unit on this quote:
With Loadbank: Load Bank Permit

Site Name:LS #16 Eagle Ridge

(5701 S. Laurelcrescent Court SPOKANE WA 99224)

Unit Name: LS #16 Eagle Ridge

Make: Cummins

Model: 35 GGFD

S/N: C060849368

Size: 35kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$475.46	\$475.46
1	May	Loadbank (2 Hrs)	1	\$673.59	\$673.59
				Year 1 Total:\$1,149.05	
2	May	Full Service	1	\$488.35	\$488.35
2	May	Loadbank (2 Hrs)	1	\$689.42	\$689.42
				Year 2 Total:\$1,177.77	
3	May	Full Service	1	\$501.62	\$501.62
3	May	Loadbank (2 Hrs)	1	\$705.73	\$705.73
				Year 3 Total:\$1,207.35	
4	May	Full Service	1	\$515.29	\$515.29
4	May	Loadbank (2 Hrs)	1	\$722.52	\$722.52
				Year 4 Total:\$1,237.81	
5	May	Full Service	1	\$529.37	\$529.37
5	May	Loadbank (2 Hrs)	1	\$739.82	\$739.82
				Year 5 Total:\$1,269.19	

The following riders are included for this unit on this quote:
With Loadbank: Load Bank Permit

Site Name:LS #17 Lincoln Road

(1717 E. Lincoln Road SPOKANE WA 99217)

Unit Name: LS #17 Lincoln Road

Make: Other

Model: Magnatek R1S51560

S/N: BP02B796

Size: 125kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$784.22	\$784.22
1	May	Loadbank (2 Hrs)	1	\$723.59	\$723.59
				Year 1 Total:\$1,507.81	
2	May	Full Service	1	\$806.37	\$806.37
2	May	Loadbank (2 Hrs)	1	\$739.42	\$739.42
				Year 2 Total:\$1,545.79	
3	May	Full Service	1	\$829.18	\$829.18
3	May	Loadbank (2 Hrs)	1	\$755.73	\$755.73
				Year 3 Total:\$1,584.91	
4	May	Full Service	1	\$852.68	\$852.68
4	May	Loadbank (2 Hrs)	1	\$772.52	\$772.52
				Year 4 Total:\$1,625.20	
5	May	Full Service	1	\$876.89	\$876.89
5	May	Loadbank (2 Hrs)	1	\$789.82	\$789.82
				Year 5 Total:\$1,666.71	

The following riders are included for this unit on this quote:
With Loadbank: Load Bank Permit

Site Name:LS #17 Sundance IX

(6510 W. Sundance Drive SPOKANE WA 99208)

Unit Name: LS #17 Sundance IX

Make: Kohler

Model: 60RZ72

S/N: 331994

Size: 60kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$541.87	\$541.87
1	May	Loadbank (2 Hrs)	1	\$673.59	\$673.59
Year 1 Total:\$1,215.46					
2	May	Full Service	1	\$556.75	\$556.75
2	May	Loadbank (2 Hrs)	1	\$689.42	\$689.42
Year 2 Total:\$1,246.17					
3	May	Full Service	1	\$572.07	\$572.07
3	May	Loadbank (2 Hrs)	1	\$705.73	\$705.73
Year 3 Total:\$1,277.80					
4	May	Full Service	1	\$587.86	\$587.86
4	May	Loadbank (2 Hrs)	1	\$722.52	\$722.52
Year 4 Total:\$1,310.38					
5	May	Full Service	1	\$604.12	\$604.12
5	May	Loadbank (2 Hrs)	1	\$739.82	\$739.82
Year 5 Total:\$1,343.94					

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:LS #2 Elm Street

(127 N. Elm Street SPOKANE WA 99201)

Unit Name: LS #2 Elm Street

Make: Onan

Model: 60 GGHE

S/N: SPEC-K

Size: 60kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$494.17	\$494.17
1	May	Loadbank (2 Hrs)	1	\$625.89	\$625.89
Year 1 Total:\$1,120.06					
2	May	Full Service	1	\$508.19	\$508.19
2	May	Loadbank (2 Hrs)	1	\$640.86	\$640.86
Year 2 Total:\$1,149.05					
3	May	Full Service	1	\$522.62	\$522.62
3	May	Loadbank (2 Hrs)	1	\$656.27	\$656.27
Year 3 Total:\$1,178.89					
4	May	Full Service	1	\$537.49	\$537.49
4	May	Loadbank (2 Hrs)	1	\$672.15	\$672.15
Year 4 Total:\$1,209.64					
5	May	Full Service	1	\$552.80	\$552.80
5	May	Loadbank (2 Hrs)	1	\$688.51	\$688.51
Year 5 Total:\$1,241.31					

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:LS #20 Hayford Road

(10501 W. Hallet Road SPOKANE WA 99217)

Unit Name: LS #20 Hayford Road

Make: Onan

Model: DL48-15R1253261B

S/N: G840715230

Size: 33kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$539.00	\$539.00
1	May	Loadbank (2 Hrs)	1	\$713.19	\$713.19
Year 1 Total:\$1,252.19					

ATS Qty: 1
Notes:

2	May	Full Service	1	\$553.47	\$553.47
2	May	Loadbank (2 Hrs)	1	\$729.88	\$729.88
Year 2 Total:\$1,283.35					
3	May	Full Service	1	\$568.37	\$568.37
3	May	Loadbank (2 Hrs)	1	\$747.08	\$747.08
Year 3 Total:\$1,315.45					
4	May	Full Service	1	\$583.72	\$583.72
4	May	Loadbank (2 Hrs)	1	\$764.79	\$764.79
Year 4 Total:\$1,348.51					
5	May	Full Service	1	\$599.53	\$599.53
5	May	Loadbank (2 Hrs)	1	\$783.03	\$783.03
Year 5 Total:\$1,382.56					

The following riders are included for this unit on this quote:
With Loadbank: Load Bank Permit

Site Name:LS #22 Northeast
(4330 E. Dalke Avenue SPOKANE WA 99208)

Unit Name: LS #22 Northeast
Make: Onan
Model: CAT C6.6
S/N: 3208
Size: 120kW
ATS Qty: 1
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$804.92	\$804.92
1	May	Loadbank (2 Hrs)	1	\$744.29	\$744.29
Year 1 Total:\$1,549.21					
2	May	Full Service	1	\$827.93	\$827.93
2	May	Loadbank (2 Hrs)	1	\$760.98	\$760.98
Year 2 Total:\$1,588.91					
3	May	Full Service	1	\$851.64	\$851.64
3	May	Loadbank (2 Hrs)	1	\$778.18	\$778.18
Year 3 Total:\$1,629.82					
4	May	Full Service	1	\$876.05	\$876.05
4	May	Loadbank (2 Hrs)	1	\$795.89	\$795.89
Year 4 Total:\$1,671.94					
5	May	Full Service	1	\$901.20	\$901.20
5	May	Loadbank (2 Hrs)	1	\$814.13	\$814.13
Year 5 Total:\$1,715.33					

The following riders are included for this unit on this quote:
With Loadbank: Load Bank Permit

Site Name:LS #23 Wind River
(7515 N. Tucannon Street SPOKANE WA 99208)

Unit Name: LS #23 Wind River
Make: Other
Model: Magnatek SNX560
S/N: BH08B541L
Size: 45kW
ATS Qty: 1
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$804.92	\$804.92
1	May	Loadbank (2 Hrs)	1	\$744.29	\$744.29
Year 1 Total:\$1,549.21					
2	May	Full Service	1	\$827.93	\$827.93
2	May	Loadbank (2 Hrs)	1	\$760.98	\$760.98
Year 2 Total:\$1,588.91					
3	May	Full Service	1	\$851.64	\$851.64
3	May	Loadbank (2 Hrs)	1	\$778.18	\$778.18
Year 3 Total:\$1,629.82					
4	May	Full Service	1	\$876.05	\$876.05
4	May	Loadbank (2 Hrs)	1	\$795.89	\$795.89

					Year 4 Total:\$1,671.94
5	May	Full Service	1	\$901.20	\$901.20
5	May	Loadbank (2 Hrs)	1	\$814.13	\$814.13
					Year 5 Total:\$1,715.33
The following riders are included for this unit on this quote:					
With Loadbank: Load Bank Permit					

Site Name:LS #24 Qualchan

(315 E. Meadowlane Road SPOKANE WA 99244)

Unit Name:	LS #24 Qualchan	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Kohler	1	May	Full Service	1	\$496.16	\$496.16
Model:	60RZ	1	May	Loadbank (2 Hrs)	1	\$694.29	\$694.29
S/N:	320801						Year 1 Total:\$1,190.45
Size:	54kW	2	May	Full Service	1	\$509.91	\$509.91
ATS Qty:	1	2	May	Loadbank (2 Hrs)	1	\$710.98	\$710.98
Notes:							Year 2 Total:\$1,220.89
		3	May	Full Service	1	\$524.07	\$524.07
		3	May	Loadbank (2 Hrs)	1	\$728.18	\$728.18
							Year 3 Total:\$1,252.25
		4	May	Full Service	1	\$538.66	\$538.66
		4	May	Loadbank (2 Hrs)	1	\$745.89	\$745.89
							Year 4 Total:\$1,284.55
		5	May	Full Service	1	\$553.69	\$553.69
		5	May	Loadbank (2 Hrs)	1	\$764.13	\$764.13
							Year 5 Total:\$1,317.82
The following riders are included for this unit on this quote:							
With Loadbank: Load Bank Permit							

Site Name:LS #25 Meadow Glen

(10903 N. Arrowhead St. SPOKANE WA 99208)

Unit Name:	LS #25 Meadow Glen	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan	1	May	Full Service	1	\$492.63	\$492.63
Model:	25GGMB	1	May	Loadbank (2 Hrs)	1	\$699.69	\$699.69
S/N:	0130485674						Year 1 Total:\$1,192.32
Size:	25kW	2	May	Full Service	1	\$506.11	\$506.11
ATS Qty:	1	2	May	Loadbank (2 Hrs)	1	\$716.38	\$716.38
Notes:							Year 2 Total:\$1,222.49
		3	May	Full Service	1	\$520.00	\$520.00
		3	May	Loadbank (2 Hrs)	1	\$733.58	\$733.58
							Year 3 Total:\$1,253.58
		4	May	Full Service	1	\$534.30	\$534.30
		4	May	Loadbank (2 Hrs)	1	\$751.29	\$751.29
							Year 4 Total:\$1,285.59
		5	May	Full Service	1	\$549.04	\$549.04
		5	May	Loadbank (2 Hrs)	1	\$769.53	\$769.53
							Year 5 Total:\$1,318.57
The following riders are included for this unit on this quote:							
With Loadbank: Load Bank Permit							

Site Name:LS #26 Evergreen

(1202 N. Evergreen Street SPOKANE WA 99201)

Unit Name: LS #26 Evergreen
 Make: Onan
 Model: 25 GGMC
 S/N: D130485676
 Size: 29kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$492.63	\$492.63
1	May	Loadbank (2 Hrs)	1	\$699.69	\$699.69
Year 1 Total:\$1,192.32					
2	May	Full Service	1	\$506.11	\$506.11
2	May	Loadbank (2 Hrs)	1	\$716.38	\$716.38
Year 2 Total:\$1,222.49					
3	May	Full Service	1	\$520.00	\$520.00
3	May	Loadbank (2 Hrs)	1	\$733.58	\$733.58
Year 3 Total:\$1,253.58					
4	May	Full Service	1	\$534.30	\$534.30
4	May	Loadbank (2 Hrs)	1	\$751.29	\$751.29
Year 4 Total:\$1,285.59					
5	May	Full Service	1	\$549.04	\$549.04
5	May	Loadbank (2 Hrs)	1	\$769.53	\$769.53
Year 5 Total:\$1,318.57					

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:LS #28 Upriver

(4621 E. Upriver Drive SPOKANE WA 99201)

Unit Name: LS #28 Upriver
 Make: Onan
 Model: 85 GGHG
 S/N: L110286045
 Size: 85kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$518.02	\$518.02
1	May	Loadbank (2 Hrs)	1	\$699.69	\$699.69
Year 1 Total:\$1,217.71					
2	May	Full Service	1	\$532.26	\$532.26
2	May	Loadbank (2 Hrs)	1	\$716.38	\$716.38
Year 2 Total:\$1,248.64					
3	May	Full Service	1	\$546.94	\$546.94
3	May	Loadbank (2 Hrs)	1	\$733.58	\$733.58
Year 3 Total:\$1,280.52					
4	May	Full Service	1	\$562.05	\$562.05
4	May	Loadbank (2 Hrs)	1	\$751.29	\$751.29
Year 4 Total:\$1,313.34					
5	May	Full Service	1	\$577.61	\$577.61
5	May	Loadbank (2 Hrs)	1	\$769.53	\$769.53
Year 5 Total:\$1,347.14					

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:LS #3 San Souci

(3231 W. Boone Ave #132 SPOKANE WA 99201)

Unit name: LS #3 San Souci
 Make: Onan
 Model: 125GGLA
 S/N: K090063004
 Size: 125kW
 ATS Qty: 1

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$548.65	\$548.65
1	May	Loadbank (2 Hrs)	1	\$675.89	\$675.89
Year 1 Total:\$1,224.54					
2	May	Full Service	1	\$564.30	\$564.30

Notes:

2	May	Loadbank (2 Hrs)	1	\$690.86	\$690.86
Year 2 Total:\$1,255.16					
3	May	Full Service	1	\$580.42	\$580.42
3	May	Loadbank (2 Hrs)	1	\$706.27	\$706.27
Year 3 Total:\$1,286.69					
4	May	Full Service	1	\$597.02	\$597.02
4	May	Loadbank (2 Hrs)	1	\$722.15	\$722.15
Year 4 Total:\$1,319.17					
5	May	Full Service	1	\$614.12	\$614.12
5	May	Loadbank (2 Hrs)	1	\$738.51	\$738.51
Year 5 Total:\$1,352.63					
The following riders are included for this unit on this quote:					
With Loadbank: Load Bank Permit					

Site Name:LS #4 Francis and Cannon

(2008 W. Francis Avenue SPOKANE WA 99202)

Unit Name:	LS #4 Francis and Cannon	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Other	1	May	Full Service	1	\$578.35	\$578.35
Model:	RNS1250	1	May	Loadbank (2 Hrs)	1	\$705.59	\$705.59
S/N:	B501J3636	Year 1 Total:\$1,283.94					
Size:	100kW	2	May	Full Service	1	\$594.65	\$594.65
ATS Qty:	1	2	May	Loadbank (2 Hrs)	1	\$721.20	\$721.20
Notes:		Year 2 Total:\$1,315.85					
		3	May	Full Service	1	\$611.43	\$611.43
		3	May	Loadbank (2 Hrs)	1	\$737.29	\$737.29
		Year 3 Total:\$1,348.72					
		4	May	Full Service	1	\$628.72	\$628.72
		4	May	Loadbank (2 Hrs)	1	\$753.85	\$753.85
		Year 4 Total:\$1,382.57					
		5	May	Full Service	1	\$646.53	\$646.53
		5	May	Loadbank (2 Hrs)	1	\$770.92	\$770.92
		Year 5 Total:\$1,417.45					
The following riders are included for this unit on this quote:							
With Loadbank: Load Bank Permit							

Site Name:LS #5 Sundance III

(9901 N. Comanche Drive SPOKANE WA 99208)

Unit Name:	LS #5 Sundance III	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan	1	May	Full Service	1	\$466.53	\$466.53
Model:	GGMC	1	May	Loadbank (2 Hrs)	1	\$673.59	\$673.59
S/N:	D136485640	Year 1 Total:\$1,140.12					
Size:	29kW	2	May	Full Service	1	\$479.15	\$479.15
ATS Qty:	1	2	May	Loadbank (2 Hrs)	1	\$689.42	\$689.42
Notes:		Year 2 Total:\$1,168.57					
		3	May	Full Service	1	\$492.15	\$492.15
		3	May	Loadbank (2 Hrs)	1	\$705.73	\$705.73
		Year 3 Total:\$1,197.88					
		4	May	Full Service	1	\$505.53	\$505.53
		4	May	Loadbank (2 Hrs)	1	\$722.52	\$722.52
		Year 4 Total:\$1,228.05					

(3415 S. Helena Street SPOKANE WA 99202)

Unit Name: LS #8 35th and Helena

Make: Onan

Model: 20 GGMA

S/N: 1090031505

Size: 20kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$415.20	\$415.20
1	May	Loadbank (2 Hrs)	1	\$655.59	\$655.59
Year 1 Total:\$1,070.79					
2	May	Full Service	1	\$426.60	\$426.60
2	May	Loadbank (2 Hrs)	1	\$671.20	\$671.20
Year 2 Total:\$1,097.80					
3	May	Full Service	1	\$438.35	\$438.35
3	May	Loadbank (2 Hrs)	1	\$687.29	\$687.29
Year 3 Total:\$1,125.64					
4	May	Full Service	1	\$450.45	\$450.45
4	May	Loadbank (2 Hrs)	1	\$703.85	\$703.85
Year 4 Total:\$1,154.30					
5	May	Full Service	1	\$462.91	\$462.91
5	May	Loadbank (2 Hrs)	1	\$720.92	\$720.92
Year 5 Total:\$1,183.83					

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:LS #9 Francis and Assembly

(6209 N. Assembly Street SPOKANE WA 99202)

Unit Name: LS #9 Francis and

Assembly

Make: Onan

Model: 60kW 4BT3.9

S/N: 82531308

Size: 60kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$494.31	\$494.31
1	May	Loadbank (2 Hrs)	1	\$662.61	\$662.61
Year 1 Total:\$1,156.92					
2	May	Full Service	1	\$508.01	\$508.01
2	May	Loadbank (2 Hrs)	1	\$678.35	\$678.35
Year 2 Total:\$1,186.36					
3	May	Full Service	1	\$522.11	\$522.11
3	May	Loadbank (2 Hrs)	1	\$694.57	\$694.57
Year 3 Total:\$1,216.68					
4	May	Full Service	1	\$536.64	\$536.64
4	May	Loadbank (2 Hrs)	1	\$711.27	\$711.27
Year 4 Total:\$1,247.91					
5	May	Full Service	1	\$551.61	\$551.61
5	May	Loadbank (2 Hrs)	1	\$728.48	\$728.48
Year 5 Total:\$1,280.09					

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Site Name:Riverside Park Water Reclamation Facility

(4401 N. Aubrey L. White Parkway SPOKANE WA 99205)

Unit Name: Plant Main

Name:

Make: Caterpillar

Model: 750S

S/N: 00C27TG DS00422

Size: 750kW

ATS Qty: 1

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$1,451.18	\$1,451.18
1	May	Loadbank (2 Hrs)	1	\$1,404.47	\$1,404.47
Year 1 Total:\$2,855.65					
2	May	Full Service	1	\$1,493.99	\$1,493.99
2	May	Loadbank (2 Hrs)	1	\$1,422.63	\$1,422.63

Notes:

				Year 2 Total:\$2,916.62	
3	May	Full Service	1	\$1,538.08	\$1,538.08
3	May	Loadbank (2 Hrs)	1	\$1,441.32	\$1,441.32
				Year 3 Total:\$2,979.40	
4	May	Full Service	1	\$1,583.49	\$1,583.49
4	May	Loadbank (2 Hrs)	1	\$1,460.59	\$1,460.59
				Year 4 Total:\$3,044.08	
5	May	Full Service	1	\$1,630.27	\$1,630.27
5	May	Loadbank (2 Hrs)	1	\$1,480.42	\$1,480.42
				Year 5 Total:\$3,110.69	

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Unit Headworks
Name:
Make: Caterpillar
Model: 125kW
S/N: CAT00C44TD4B0B74
Size: 125kW
ATS Qty:1
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Full Service	1	\$622.45	\$622.45
1	May	Loadbank (2 Hrs)	1	\$749.69	\$749.69
				Year 1 Total:\$1,372.14	
2	May	Full Service	1	\$639.83	\$639.83
2	May	Loadbank (2 Hrs)	1	\$766.38	\$766.38
				Year 2 Total:\$1,406.21	
3	May	Full Service	1	\$657.73	\$657.73
3	May	Loadbank (2 Hrs)	1	\$783.58	\$783.58
				Year 3 Total:\$1,441.31	
4	May	Full Service	1	\$676.16	\$676.16
4	May	Loadbank (2 Hrs)	1	\$801.29	\$801.29
				Year 4 Total:\$1,477.45	
5	May	Full Service	1	\$695.15	\$695.15
5	May	Loadbank (2 Hrs)	1	\$819.53	\$819.53
				Year 5 Total:\$1,514.68	

The following riders are included for this unit on this quote:

With Loadbank: Load Bank Permit

Year 1 Total:*	\$40,120.19
Year 2 Total:*	\$41,217.39
Year 3 Total:*	\$42,125.45
Year 4 Total:*	\$43,173.29
Year 5 Total:*	\$44,252.74

Total Original Amount:	\$234,321.28
Discount:	(\$23,432.13)
Total Agreement Amount:*	\$210,889.15

**Quote does not include applicable taxes*



Cummins Inc.
11134 W. Westbow Blvd.
Spokane, WA 99224
Phone: (509) 455-4411

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
City of Spokane, Riverside Park Water Reclamation Department (RPWRF) 4401 N Aubrey L White Pkwy SPOKANE, WA 99202 Customer #: 251786 Payment Type: Pay As You Go	Name: Heather Barnhart Phone: 509 625 4606 Cell: 509.723.9392 Fax: (509) 625-7940 E-mail: hbarnhart@spokanecity.org	Quote Date: 4/23/2021 Quote Expires: 6/22/2021 Quote ID: QT-6381 Quoted By: Mike Radford Quote Term: 5 Year

Total Original Amount: \$234,321.28
Discount: (\$23,432.13)
Total Agreement Amount:* \$210,889.15

**Quote does not include applicable taxes*

Comment: This Planned Maintenance Agreement is subject to the WA State Contract #02420 Terms and Conditions. Load test only after annual maintenance has been completed.

Total Agreement Amount Does Not Include Applicable Taxes. Please call (425) 235-3400 for invoice total prior to sending payment.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

- ☐ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours
- ☐ 80% of the EPS nameplate kW rating for 2 continuous hours
- ☐ Other – Please Specify _____

Please return signed agreement to:

Cummins Sales and Service
1030 SW 34th St, Suite A
Renton, WA 98057
Phone: (425) 235-3400
Fax: (425) 254-8964

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-6381)

Cummins Inc. Approval

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

This Planned Maintenance Agreement is subject to the WA State Contract #02420 Terms and Conditions.

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIAL REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

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

06/14/2021

Date Rec'd

6/2/2021

Clerk's File #

OPR 2021-0382

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

MIKE CANNON 625-4642

Project #**Contact E-Mail**

MCANNON@SPOKANECITY.ORG

Bid #

ITB-5429-21

Agenda Item Type

Contract Item

Requisition #VB (VALUE
BLANKET)**Agenda Item Name**

4320 MAGNESIUM HYDROXIDE - INLAND ENVIRONMENTAL RESOURCES, INC.

Agenda Wording

Council approval to award contract with Inland Environmental Resources to supply liquid Magnesium Hydroxide to RPWRF at a yearly cost of \$2,600,000.00 plus applicable taxes over 5 years. Period is July 1, 2021 to June 30, 2026.

Summary (Background)

RPWRF uses liquid magnesium hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal. Wastewater Management uses liquid magnesium hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 14,157,000.00

4320.43260.35148.53203

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

COSTER, MICHAEL

Study Session\Other

PIES 5/24

Division Director

FEIST, MARLENE

Council Sponsor

Breean Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

hbarnhart@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

PRINCE, THEA

Tax & Licenses

tprince@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Award contract to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility.
Date:	May 24 th , 2021
Contact (email & phone):	Raylene Gennett, Director 625-7901 rgennett@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure – Affordable Utility Rates
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to award contract with Inland Environmental Resources to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility at a yearly cost of \$2,600,000.00 plus applicable taxes over 5 years.
<p><u>Background/History:</u> RPWRF uses liquid magnesium hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal. Wastewater Management uses liquid magnesium hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.</p> <p>Inland Environmental Resources is the recommended supplier for ITB #5429-21, which is scheduled to begin on July 1, 2021 and to end on June 30, 2026. The total contract period is five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <u>Impact</u> – approval of liquid magnesium hydroxide purchase contract renewal which will allow the facility to remain in regulatory compliance. <u>Action</u> – RPWRF is seeking Council approval to authorize the second and final renewal. <u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

PURCHASE AGREEMENT

**Title: MAGNESIUM HYDROXIDE
Mg(OH)₂ DELIVERY**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **INLAND ENVIRONMENTAL RECOURSES, INC.**, whose address is 1717 South Rustle Street, Suite 104, Spokane, Washington 99224, as ("Vendor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **GOODS.** The Vendor agrees to sell to the City **MAGNESIUM HYDROXIDE Mg(OH)₂**, subject to these terms and conditions.
2. **CONTRACT DOCUMENTS.** This Agreement, ITB 5429-21, and the Vendor's Response to ITB 5429-21 constitute the contract documents. If there is a discrepancy between these documents, this Agreement controls. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These contract documents are on file with the Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205, and are incorporated into this Agreement by reference as if they were set forth at length.
3. **TERM.** The Agreement shall begin July 1, 2021 and run through June 30, 2026, unless terminated earlier. The total contract period not to exceed five (5) years.
4. **DELIVERY, MONITORING AND FUEL SURCHARGE.** Vendor shall agree to the delivery, monitoring and fuel surcharge requirements stated in Standard Terms and Conditions, including, but not limited to:
 - a) **DELIVERY - F.O.B. POINT:** Transferred into storage tank at Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.
 - b) The Magnesium Hydroxide Mg(OH)₂ shall be transported in DOT approved tanker trucks and transferred to storage tanks at Riverside Park Water Reclamation Facility, 4401 N. Aubrey L. White Parkway, Spokane, WA 99205. Method and equipment for delivery shall be compatible with the Riverside Park Water Reclamation site and with receiving and storage equipment available at the site. Driver must be trained in safe handling and spill response procedures prior to arriving on-site.
 - c) Delivery method is to be compatible with unloading equipment at delivery point – Riverside Park Water Reclamation Facility.

5. COMPENSATION. The City will pay a maximum amount not to exceed **TWO MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,600,000.00)**, plus tax, for everything furnished and done under this Agreement. This is an optional use contract. Goods from the Vendor are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the goods requested, received and accepted will be paid for by the City.
6. PAYMENT. The Vendor will send its applications for payment to the Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. Payment will be made within thirty (30) days after receipt of the Vendor's application except as provided in RCW 39.76. **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.
7. TITLE. Title to the goods purchased under this Agreement remains with the Vendor until they are delivered to the City's delivery location.
8. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.
9. UNIFORM COMMERCIAL CODE. This Agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.
10. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this Agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this Agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this Agreement.
11. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this Agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this Agreement.
12. WARRANTY. The Vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the Vendor to the City.
13. UNLAWFUL OVERCHARGES. The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to the goods purchased by the City.
14. TERMINATION.
- A. Time is of the essence of this Agreement.
 - B. The City reserves the right to cancel this Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.

- C. The City may also cancel this Agreement or any portion thereof without penalty if the Vendor breaches any of the terms of the Agreement.
- D. The City may cancel this Agreement or any portion thereof without penalty if the Vendor is adjudged as bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempts to make an assignment for the benefit of creditors or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

15. **INDEMNIFICATION.**

The Vendor 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 Vendor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Vendor 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 Vendor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Vendor, its agents or employees. The Vendor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Vendor's own employees against the City and, solely for the purpose of this indemnification and defense, the Vendor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Vendor 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.

16. **INSURANCE.**

During the period of the Agreement, the Vendor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Vendor's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. **Property Insurance** if materials and supplies are furnished by the Vendor. 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 forty-five (45) days written notice from the Vendor or its insurer(s) to the City.

As evidence of the insurance coverage(s) required by this Agreement, the Vendor 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 Vendor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

18. **ASSIGNMENTS.** The Vendor may not assign, transfer or sublet any part of the work under this Agreement, 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 Agreement, the Vendor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

20. **COMPLIANCE WITH LAWS.** The Vendor warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.

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

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

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

The Vendor 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 Agreement, the federal law shall prevail.

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Vendor 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 Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

25. DEBARMENT AND SUSPENSION. The Vendor 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.

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

27. VENDOR'S ACKNOWLEDGEMENT. The Vendor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

28. MODIFICATIONS. The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Vendor will accept modifications when ordered in writing by the Director of the Wastewater Reclamation Facility and the Agreement time and compensation will be adjusted accordingly.

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

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Vendor or its subcontractor, 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.

**INLAND ENVIRONMENTAL
RECOURSES, INC.**

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Attachment that is a part of this Agreement:
Exhibit A - Certificate Regarding Debarment
Exhibit B - Response to ITB 5429-21

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

21-095

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Operator / 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 Operator 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 Operator is unable to certify to any of the statements in this contract, such Operator shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

Bid Response Summary

Bid Number ITB 5429-21
Bid Title Magnesium Hydroxide Mg(OH)₂
Due Date Monday, May 10, 2021 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company dkelley@inlande.com
Submitted By dkelley@inlande.com dkelley@inlande.com - Friday, May 7, 2021 12:36:28 PM [(UTC-08:00) Pacific Time (US & Canada)]
 dkelley@inlande.com
Comments

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	0
	1.1	Reviewed Addendum 1, located in "Documents Tab", Sign an upload Here.	Attachment A - Revised Via Addendum 1 (May 4 2021) signed.pdf
	2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	Yes
SUBMISSION OF BIDS			
	1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	Acknowledged
	2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	Acknowledged
	3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	Acknowledged
PAYMENT TERMS			
	1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	ACKNOWLEDGED
	2	Supplier agrees to accept payment by Credit Card with no additional charges/fees	YES

DELIVERY			
1	DELIVERY - F.O.B. POINT: Transferred into to storage tank at City of Spokane Riverside Park Water Reclamation Facility, 4401 N. Aubrey L. White Parkway, Spokane, WA 99205		Acknowledged
2	The Magnesium Hydroxide Mg(OH) ₂ shall be transported in DOT approved tanker trucks and transferred to storage tanks at Riverside Park Water Reclamation Facility, 4401 N. Aubrey L. White Parkway, Spokane, WA 99205. Method and equipment for delivery shall be compatible with the Riverside Park Water Reclamation site and with receiving and storage equipment available at the site. Driver must be trained in safe handling and spill response procedures prior to arriving on-site.		Acknowledged
3	Delivery method is to be compatible with unloading equipment at delivery point – Riverside Park Water Reclamation Facility.		Acknowledged
BIDDER INFORMATION			
1	Company Name		Inland Environmental Resources, Inc.
2	Please provide Name, Telephone Number & e-mail address of person who is preparing bid.		Doug Kelley 509-679-4637 dkelley@inlande.com
3	Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated		ACKNOWLEDGED
4	Bidder accepts the Terms and Conditions of in accordance with the document so named in the 'Documents' tab. If bidder elects not to accept the Terms and Conditions as written and attached, the City may deem you non-responsive.		Acknowledged

4.1	<p>INSURANCE COVERAGE During the term of the contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below: A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 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 Firm's services to be provided under this contract; and C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.</p>	Acknowledge
5	Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement. Enter representative's name, phone number, and Email Address	Karen Kurle 800-331-3314 kkurle@inlande.com
6	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	IER Statement of Qualifications cover letter 5-7-21.docx

7	References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.	City of Post Falls WWTP 2002 W. Seltice Way Post Falls, ID 83854 (208) 773-1438 Adam Tate – Operations Manager atate@postfallsidaho.org City of Yakima WWTP 2220 East Viola Yakima, WA 98901 Mike Price – Operations Manager 509-575-6077 mike.price@yakimawa.gov South Fork Coeur d'Alene River Sewer District 1020 Polaris Avenue Osburn, ID 83849 208-753-8041 Joe Close - District Manager jclose@southforksd.com
8	Upload SDS Sheets for product bidding	AMALGAM-60.v5 (11.16.20).pdf
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration.	Acknowledged
2	City of Spokane Business Registration Number	600410970
3	If 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. Yes	Acknowledged
4	Bidder acknowledges it would apply Sales Tax of 8.9% when invoicing, unless has Bidder contacted the City's Taxes and Licenses Division at (509) 625-6070 and obtained an exemption status determination.	Acknowledged
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Acknowledged
ORGANIZATION		

1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation in Washington State
ADDITIONAL ITEMS		
1	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.	Yes
ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER		
#1	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.	none
MINORITY BUSINESS ENTERPRISE		
1	Vendor (is ___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	Certifies No Agreement Has Been Entered
INTERLOCAL PURCHASE AGREEMENTS		
1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	YES
CONTRACT PERIOD		
1	The contract shall be for a five (5) year period beginning on July 1, 2021, and terminating on June 30, 2026. The total contract period not to exceed five (5) years.	ACKNOWLEDGED
ACCEPTANCE PERIOD		

1	Bids must provide 60 calendar days for acceptance by the City from the due date for receipt of Bids	ACKNOWLEDGED
QUANTITIES		
1	Quantities are an annual usage estimate. Orders will be placed as needed with no guarantee of quantity. Payment will be made only for orders placed, received, and accepted.	Acknowledged
DISCOUNT PERCENTAGES		
1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.	Acknowledged
PRICE DECREASES		
1	During the contract period, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.	Acknowledged
PRICE INCREASES		
1	The Vendor's prices shall be firm throughout the first year of the contract period. Price increases can be requested at the anniversary date of the contract. All price increases will be provided with justification for such price increase and must be agreed upon by both parties.	Acknowledged
INVENTORY		
1	Sufficient inventory to supply the needs of the Purchaser shall be maintained by the Vendor.	Acknowledged
DELIVERY DEFAULT		
1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	Acknowledged
2	When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.	ACKNOWLEDGED
PCB CERTIFICATION		
1	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 biphenyls (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.	No
2	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)?	DON'T KNOW
3	If so were PCBs found at a measurable level?	DON'T KNOW

4	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)?	DON'T KNOW
5	If so attach the results or note from whom the results can be obtained.	none
6	Do you have reason to believe the product contains measurable levels of PCBs?	NO
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	NO
GENERAL INSTRUCTIONS		
1	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	Acknowledged
2	Time is of the essence in the performance of this contract.	Acknowledged
3	Material Safety Data Sheets must be included with Bid Proposal forms if applicable. Upload Here	AMALGAM-60.v5 (11.16.20).pdf
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	Acknowledged
5	The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.	Acknowledged
6	The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.	Acknowledged
7	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	Acknowledged
8	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	Acknowledged
SPECIFICATIONS INSTRUCTIONS - GENERAL		
1	Bid is to be given as price per dry ton of magnesium hydroxide solids at a minimum dry solids concentration of 50% by weight and 90% Mg(OH) ₂ by dry weight in an aqueous slurry. The method used to calculate magnesium hydroxide shall be as described in Attachment A. Attachment A is located in the 'Documents' Tab.	Acknowledged
2	Bidder shall provide an independent certified analysis with its Bid and each new batch thereafter, showing the content of Mg(OH) ₂ in percent by dry weight, which will be used to determine actual dry tons of Magnesium Hydroxide delivered. The City may, at times of its choosing, sample the material to confirm that the product supplied has not deviated from the most recent certified analysis.	Acknowledged
3	The Bidder shall provide detailed product specifications showing the content in ug/L of Arsenic, Cadmium, Copper, Lead, Mercury, Nickel, Silver and Zinc, an MSDS Sheet, and an independent certified analysis along with their bid. Bids not including this information shall be deemed nonresponsive and will not be considered for award.	Acknowledged

4.1	Refer to ATTACHMENT "A" for determining percentage of Magnesium Hydroxide present based on Loss of Ignition method. Bidder must provide the following three components for the computation:	Yes
4.1.1	Percentage CaO content of Mg(OH) ₂	Yes
4.1.2	Percentage Mg(OH) ₂ purity (by difference)	Yes
4.1.3	Percentage Loss on Ignition	Yes
5	If the product differs from the provisions contained herein, these differences must be explained in detail.	Acknowledged
6	If the Bidder's product is unsatisfactory, but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option a new Vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material which does not meet specifications, will be assumed by the Vendor.	Acknowledged
7	Upon delivery of non-conforming product, the contractor will be penalized \$500.00 per delivery. Two such non-conforming deliveries will constitute breach of contract by non-performance, and the city reserves the right to cancel the contract. The Vendor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new Bid is awarded, not to exceed 45 days.	Acknowledged
8	The awarded Vendor will be subject to grab analyses to determine consistent quality of the product. Grabs will be taken by Plant Personnel at time of magnesium hydroxide delivery.	Acknowledged
9	The Magnesium Hydroxide is to be delivered by truck and transferred to storage tanks at the Riverside Park Water Reclamation Facility (RPWRF), 4401 North Aubrey L. White Parkway. Deliveries are to be made between 7:30 a.m. and 2:00 p.m. weekdays, as required. (NOTE: DELIVERIES SHOULD BE COMPLETE BY 2:30 P.M.) Deliveries made outside these hours may be arranged occasionally on a case by case basis; and must be set up a minimum of 8 hours prior. An ETA phone call to 625-4615 must be at least 1 hour prior to delivery. All vendors will be held responsible to comply with the established receiving program. Deliveries that would extend beyond 2:30 p.m. may be required to delay unloading until the following acceptable business day. All Magnesium Hydroxide is to be delivered (F.O.B) to the storage tanks at the treatment plant site. It is recommended that all Bidders visit the facility to understand the basis for the delivery schedule. All Vendors will be held responsible to comply with the established receiving program.	Acknowledged
10	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	Acknowledged
10.1	Annual Estimated Quantity: Is 1,100 Dry Tons (more or less)	Acknowledged
11	The Spokane Riverside Park Water Reclamation Facility, has two Magnesium Hydroxide tanks on site. Each tank can hold 12,000 gallons.	Acknowledged
11.1	Reference Tank Diagram, located in 'Documents' Tab.	Acknowledged

12	Awarded vendor would not be able to set a minimum order quantity per delivery.	Acknowledged
13	The incumbent supplier currently delivers approximately 3500 gallons per delivery; however, there is no guarantee the facility is offload the entire delivery, as the tank levels are maintained between 4,000 to 11,000 gallons; and there will be times when a tank under goes maintenance impacting delivery and frequency.	Acknowledged
14	Bidder must the number of pound of magnesium hydroxide there is per gallon, per U.S. Department of Transportation, Emergency Response Guidebook. Here information here.	12.5 lbs/gallon
15	Delivery Ticket(s) shall be provided upon each delivery.	Acknowledged
15.1	Each Delivery Ticket shall contain:	Yes
15.1.1	- The stated pounds-per-gallon, per ERG Guidebook	Acknowledged
15.1.2	- Number of gallons delivered	Acknowledged
15.1.3	- Number of pounds delivered	Acknowledged
16	Normal delivery – Magnesium Hydroxide can be delivered to RPWRF in 5 CALENDAR DAYS after receipt of order (ARO).	Acknowledged
16.1	Normal Deliveries: Approximately 68 deliveries, more or less, per year. Frequency: Weekly Delivery, via order placement. May be more frequent based on wet weather conditions (rain and snow melt). Equating to approximately 68 deliveries (52 weekly deliveries, plus an estimated 16 additional deliveries per year due to wet weather conditions.)	Acknowledged
16.2	Normal Delivery: Average Tons Per Delivery, is 13.728 Tons, more or less. Example of prior delivery sizes are: 13.428 tons; 15.324 tons; and 12.432 tons	Acknowledged
17	EMERGENCY Deliveries: In case of Emergency – Magnesium Hydroxide can be delivered to RPWRF in 24 hours after receipt of order (ARO).	Acknowledged
17.1	Emergency Deliveries: Frequency, Perhaps 1 more or less per year.	Acknowledged
18	Federal and State laws governing this product must be satisfied.	Acknowledged
19	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	Acknowledged
INTERPRETATION		
1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	Acknowledged
PRICING		
0	The current unit price, per delivered-ton, the City is currently paying is \$465. The \$465 does not include 8.9% sales tax.	Acknowledged
1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	Acknowledged

1.1	Unit Price Per Ton should not include tax	Acknowledged
2	FREIGHT AND TRANSPORTATION CHARGES. Awarded vendor would be responsible for all freight and transportation charges	Acknowledged
2.1	UNIT PRICE PER TON MUST INCLUDE: ANY TRANSPORTATION AND FREIGHT CHARGES	Acknowledged
Normal Delivery	Enter Normal Delivery Pricing on the "Pricing Tab"	Acknowledged
Emergency Delivery	Enter Emergency Delivery price per dry ton here.	\$515/dry ton
Emergency Delivery	Emergency Delivery cost per ton, will not be included in the evaluation unless prices stated appear significantly uncompetitive and could result in unnecessarily high cost to the City for those products or services.	Acknowledge
BID EVALUATION		
1	The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	ACKNOWLEDGED
2	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	ACKNOWLEDGED
3	The Bidder's ability to provide prompt and efficient service and/or delivery.	ACKNOWLEDGED
4	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	ACKNOWLEDGED
5	The quality of performance of previous contracts or services	ACKNOWLEDGED
6	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	ACKNOWLEDGED
7	Uniformity or interchangeability.	ACKNOWLEDGED
8	The energy efficiency of the product throughout its life.	ACKNOWLEDGED
9	Any other information having a bearing on the decision to award the contract.	ACKNOWLEDGED
1	BIDDING ERRORS: Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	ACKNOWLEDGED
1	BIDDER PREQUALIFICATION: Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.	ACKNOWLEDGED
1	REJECTION OF BIDS: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	ACKNOWLEDGED

1	<p>AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	ACKNOWLEDGED
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
1	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here</p>	City of Spokane bid docs 5-7-21.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Pricing Group								
	1	Normal Delivery. Magnesium hydroxide solids at a minimum dry solids concentration of 50% by weight and 90% Mg(OH) ₂ by dry weight in an aqueous slurry. Annual Estimate Quantity is 1,100 Dry Tons More Or Less Base Unit price per dry ton is based on 1,100 tons more or less. Base Unit Price is to be to be inclusive of Freight and Trnsportation Charges. Tax should not be included in base unit price.	Base	Price Per Dry Ton	1,100.00	\$490.00	\$539,000.00	per dry ton
Total Base Bid	\$539,000.00							

May 4, 2021

ADDENDUM NO. 1

ITB 54029-21

Magnesium Hydroxide Mg(OH)₂

This Addendum is to provide a revised version of Attachment A, that is referenced in the bid, and documents tab.

The revised version of Attachment A, is now titled: "Attachment A – Revised Via Addendum 1 (May 4 2021)"

Note: "Attachment A – Revised Via Addendum 1 (May 4 2021)" is attached to this addendum; and has been posted in the bid Documents Tab.



**Rick Rinderle
Procurement Specialist**

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

The undersigned acknowledges receipt of this Addendum.

Inland Environmental Resources
Company

Doug Kelley
Signature

Attached is "Attachment A – Revised Via Addendum 1 (May 4 2021)"

DETERMINING % MAGNESIUM HYDROXIDE PRESENT BY LOSS ON IGNITION (LOI)

	MOLECULAR WEIGHT	THEORETICAL LOI %
Mg(OH) ₂	58.319	30.89
CaO	56.079	N/A
Ca(OH) ₂	74.094	24.31

Enter values in blank boxes provided only:

Enter % CaO content of Mg(OH) ₂ *:	1.4%
Conversion of % CaO to % Ca(OH) ₂ :	0.00 1.85%
Enter % Mg(OH) ₂ purity (by difference):	97.4%
Adjusted % Mg(OH) ₂ purity**:	0.00 96.95%
Enter % Loss on Ignition (LOI):	30.89%
Ca(OH) ₂ Contribution to LOI ***:	0.00 1.37%
Calculated Mg(OH) ₂ Contribution to LOI:	0.00 29.52%
Adjusted Theoretical Mg(OH) ₂ LOI:	0.00 30.18%
Estimated % Mg(OH) ₂ Present:	#DIV/0! 94.8%

* CaO content should be on a dry Mg(OH)₂ basis** Assumes original % Mg(OH)₂ purity is calculated by difference
(i.e. % Mg(OH)₂ = 100 – impurities expressed as oxides)*** NOTE: Assumes ALL of the CaO present is converted to Ca(OH)₂

DETERMINING % MAGNESIUM HYDROXIDE PRESENT BY LOSS ON IGNITION (LOI)				
1	A	B	C	D
2		(original was excel spreadsheet)		
3		Please call Jon Eckhart, Riverside Park Water Reclamation Facility (509) 625-4641 with any questions.		
4				
5				
6				
7			MOLECULAR WEIGHT	THEORETICAL LOI %
8		Mg(OH) ₂	58.319	30.89
9		CaO	56.079	N/A
10		Ca(OH) ₂	74.094	24.31
11				
12				
13				
14				
15		Enter % CaO content of Mg(OH) ₂ *:	Enter in Column D:	1.4
16				
17		Conversion of % CaO to % Ca(OH) ₂ :	1.85	=D\$15*(D\$10/D\$9)
18				
19		Enter % Mg(OH) ₂ purity (by difference):	Enter in Column D:	97.4
20				
21		Adjusted % Mg(OH) ₂ purity**:	96.95	=D\$19-(D\$17-D\$15)
22				
23		Enter % Loss on Ignition (LOI):	Enter in Column D:	30.89
24				
25		Ca(OH) ₂ Contribution to LOI ***:	1.37	=(D\$17/100)*D\$10
26				
27		Calculated Mg(OH) ₂ Contribution to LOI:	29.52	=D\$23-D\$25
28				
29		Adjusted Theoretical Mg(OH) ₂ LOI:	30.18	=D8*(D\$21/100)
30				
31				
32				
33		Estimated % Mg(OH) ₂ Present:	94.8	=IF(D27>D29,D21,D31)
34		<p>* CaO content should be on a dry Mg(OH)₂ basis</p> <p>** Assumes original % Mg(OH)₂ purity is calculated by difference (i.e. % Mg(OH)₂ = 100 – impurities expressed as oxides)</p> <p>*** NOTE: Assumes ALL of the CaO present is converted to Ca(OH)₂</p>		

Cell: D17

Comment:

$$\% \text{CaO} \times 1.32 = \% \text{Ca(OH)}_2$$

Cell: D19

Comment:

$$\% \text{Mg(OH)}_2 \text{ should be expressed by difference} = (100\% - \text{CaO, SiO}_2, \text{Fe}_2\text{O}_3, \text{Al}_2\text{O}_3, \text{Cl, SO}_3)$$

Cell: D21

Comment:

Since % Mg(OH)₂ is calculated by difference assuming calcium is present as CaO, need to adjust % Mg(OH)₂ since CaO has now been converted to Ca(OH)₂

Cell: D25

Comment:

$$\text{Theoretical LOI} \times \% \text{Ca(OH)}_2 = \text{Ca(OH)}_2 \text{ Contribution to LOI}$$

Cell: D27

Comment:

$$\text{LOI} - \text{Ca(OH)}_2 \text{ Contribution to LOI} = \text{Calculated Mg(OH)}_2 \text{ Contribution to LOI}$$

Cell: D29

Comment:

$$\text{Adjusted Theoretical Mg(OH)}_2 \text{ LOI} = \text{Adjusted \% Mg(OH)}_2 \text{ purity} \times \text{Theoretical LOI for Mg(OH)}_2 \text{ (see table above)}$$

Cell: D33

Comment:

If Calculated Mg(OH)₂ Contribution to LOI > Adjusted Theoretical Mg(OH)₂ LOI, then
Adjusted Mg(OH)₂ Purity

Mg(OH)₂ Present =

If Calculated Mg(OH)₂ Contribution to LOI < Adjusted Theoretical Mg(OH)₂ LOI, then
of the Two x Adjusted Mg(OH)₂ Purity

Mg(OH)₂ Present = Ratio

	A	B	C	D	E	F	G	H
1								
2								
3								
4								
5								
6								
7			MW	LOI%				
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14								
15		Enter %CaO content of Mg(OH) ₂		1.63				
16		Conversion of %CaO to Ca(OH) ₂		2.153626		(D15*(1.0163))		
17								
18		Enter % Mg(OH) ₂ purity (by difference)		97.51				
19								
20		Adjusted % Mg(OH) ₂ purity		96.98632		(D18*(D17/D15))		
21								
22		Enter % LOI		1.32				
23								
24		Ca(OH) ₂ contribution to LOI		0.523547		(D17/100)*D22		
25								
26		Calculated Mg(OH) ₂ contribution to LOI		0.796453		(D23/D25)		
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28		Adjusted Theoretical Mg(OH) ₂ LOI		29.95909		(D8*(D21/100))		
29								
30								
31				2.578354		(D27/(D29/100)*D21)*100		
32								
33		Estimated %Mg(OH) ₂ present		2.578354		(D27*(D29/D21/D41))		



Inland Environmental Resources, Inc.

1717 S Rustle Street, Suite 104, Spokane, WA 99224

800-331-3314

www.ierwater.com

May 7, 2021

City of Spokane
Riverside Park Water Reclamation Facility
4401 North Aubrey L White Parkway
Spokane WA 99205

Ref: Statement of Qualifications

To Whom It May Concern:

It has been a pleasure for Inland Environmental Resources (IER) to serve the Riverside Park Water Reclamation Facility over the past 15 years with our 60% Magnesium Hydroxide product, AMALGAM-60. By virtue of this service, IER has proven itself to be highly qualified to supply a quality product along with dedicated and professional delivery service and, when requested, on-site technical service. We look forward to continuing this partnership with a goal of minimizing overall costs to the city by optimizing the quality and performance of our product and service.

Sincerely,

Doug

Doug Kelley, Ph.D. - President
Inland Environmental Resources, Inc.
Cell 509-679-4637 \ **Email** dkelley@inlande.com



May 4, 2021

ADDENDUM NO. 1

ITB 54029-21

Magnesium Hydroxide Mg(OH)₂

This Addendum is to provide a revised version of Attachment A, that is referenced in the bid, and documents tab.

The revised version of Attachment A, is now titled: "Attachment A – Revised Via Addendum 1 (May 4 2021)"

Note: "Attachment A – Revised Via Addendum 1 (May 4 2021)" is attached to this addendum; and has been posted in the bid Documents Tab.



**Rick Rinderle
Procurement Specialist**

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

The undersigned acknowledges receipt of this Addendum.

Inland Environmental Resources
Company

Doug Kelley
Signature

Attached is "Attachment A – Revised Via Addendum 1 (May 4 2021)"

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**Mukang Labs, Inc.**

2526 East Saint Helens Street, Pasco, WA 99301
Tel. 509-544-2159 Fax 509-547-4605
services@mukanglabs.com www.mukanglabs.com

*Top Scientist
Top Service*

Client Name: Inland Environmental Resources, Inc.

Project Name:

Contact Person: Doug Kelley

Address: PO Box 18978
Spokane, WA 99228-0978

Phone: 981-6644
dkelley@inlande.com

Analyst: Chen Liu

Sample Location:

Sampled By: Doug

Date Sampled: 05/04/2021

**Sample Condition at
Sampling:**

Date Received: 05/04/2021

**Sample Temperature at
Receipt:**

Date Starting Analysis: 05/04/2021-05/06/2021

**Sample Temperature at
Testing Start:** 24.0 °C

Date Report: 05/06/2021

Water Analysis Report

Sample Lab No.	Customer Sample ID	Analyte	Method	MRL	Result (AS IS)	Unit
40803	Slurry of	Total Solids	Dry at 200 °F		60.56	% w/w
	Mg(OH) ₂	Mg(OH) ₂	EPA200.7	0.01	59.41	% w/w
		Ca(OH) ₂	EPA200.7	0.01	1.09	% w/w
		Arsenic	EPA200.7	2	1.81	mg/kg
		Cadmium	EPA200.7	2	0.41	mg/kg
		Copper	EPA200.7	2	ND	mg/kg
		Lead	EPA200.7	2	2.25	mg/kg
		Mercury	EPA245.2	0.1	ND	mg/kg
		Nickel	EPA200.7	2	0.58	mg/kg
		Silver	EPA200.7	2	ND	mg/kg
		Zinc	EPA200.7	2	1.49	mg/kg

ND: Not detected

mg/L: Milligrams per liter (parts per million)

MRL: Method maximum report level

MCL: Maximum contaminant level

Chen Liu

Chen Liu, Quality Assurance Officer

Date: 05/06/2021



INLAN-9

OP ID: PC

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 08/26/2020

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 Blasingame Insurance 200 N. Argonne Rd Spokane, WA 99212 Dan C. Wareham	509-891-1000 CONTACT NAME: Patti Carmichael PHONE (A/C, No, Ext): 509-891-1000 FAX (A/C, No): 509-891-1430 E-MAIL ADDRESS: patti@blasingameins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Liberty Mutual Insurance	
INSURER B: Crum & Forester Specialty	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPK132045 EPK132045 EPK132045	08/31/2020 08/31/2020 08/31/2020	08/31/2021 08/31/2021 08/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Poll/Prof \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAW57986005	08/31/2020	08/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			EFX115739	08/31/2020	08/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			BKW57986005 WASHINGTON STOP GAP	08/31/2020	08/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Worker's Comp			XWO57986005 IOWA, OREGON	08/17/2020	08/17/2021	LIMIT 500,000

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

City of Spokane and Riverside Park Water Reclamation Facility are named as additional insured per forms attached to the policy as respects to work performed by the named insured.

CERTIFICATE HOLDER
CANCELLATION

City of Spokane Recalvation Facility 4401 N Aubrey L White Pkwy Spokane, WA 99205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Inland Environmental Resources, Inc.

1717 S Rustle Street, Suite 104, Spokane, WA 99224

800-331-3314 www.ierwater.com

SAFETY DATA SHEET – AMALGAM-60

Page 1 of 7

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

1. Identification

Product identifier used on the label:

AMALGAM-60 (Magnesium Hydroxide Slurry)

Other means of identification:

Aqueous slurry of magnesium hydroxide, hydrated magnesia, milk of magnesia

Recommended use of the chemical and restriction on use:

Industrial chemical process, acid neutralization, wastewater treatment

Details of the distributor of the safety data sheet:

Company name: Inland Environmental Resources, Inc.

Address: 1717 S Rustle St Suite 104

Spokane, WA 99224

Telephone: 800-331-3314

Emergency telephone number:

800-535-5053 INFOTRAC

2. Hazards Identification

Classification of the substance or mixture in accordance with paragraph (d) of 29 CFR 1910.1200:

Not classified.

Signal word:

No signal word.

GHS hazard statements:

Not applicable.

Symbols:

No symbol.

GHS precautionary statements:

None.

Other hazards identified during classification process:

No additional information available.

3. Composition / Information on Ingredients

Substance/mixture:

Substance

Other means of identification:

Aqueous slurry of magnesium hydroxide, hydrated magnesia, milk of magnesia

Components:

INGREDIENT NAME	CONCENTRATION*	CAS NUMBER
Magnesium hydroxide	57-61%	1309-42-8
Oxides and hydroxides of calcium, iron, aluminum, silicon	1-3%	Mixture
Water	Balance	7732-18-5

*Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the distributor and in the concentrations applicable, are classified as hazardous to health or the environment.

Occupational exposure limits are listed in Section 8.

4. First-Aid Measures

Show this safety data sheet to the doctor in attendance.

Description of necessary measures:

Inhalation	If symptoms of exposure are experienced (see Hazards Identification), remove victim to fresh air. Obtain medical attention.
Skin contact	Not expected to cause a problem. However, if irritation occurs, flush affected area with water. If irritation persists, obtain medical attention.
Eye contact	If irritation occurs, immediately flush eyes with water for at least 10 minutes. Obtain medical attention.
Ingestion	Never give anything by mouth to an unconscious person. If conscious, rinse mouth with and/or drink water. Obtain medical attention.

Most important symptoms/effects, acute and delayed:

The product presents a very low health risk. Dust generated from the dried product is classified as a nuisance dust. Dried product dust is classified as a “nuisance particulate, not otherwise regulated” as specified by ACGIH and OSHA. The excessive, long-term inhalation of mineral dusts may contribute to the development of industrial bronchitis, reduced breathing capacity, and may lead to the increased susceptibility to lung disease.

Inhalation	May irritate the respiratory tract on prolonged or repeated contact. May aggravate pre-existing respiratory conditions.
Skin contact	Repeated or prolonged contact may cause irritation.
Eye contact	Particulate is a physical eye irritant.
Ingestion	Ingestion is unlikely. If ingested in sufficient quantity, may cause gastrointestinal disturbances. Symptoms may include irritation, nausea, vomiting, abdominal pain and diarrhea.

Indication of immediate medical attention and special treatment needed, if necessary:

None.

5. Fire-Fighting Measures**Suitable and unsuitable extinguishing media:**

Use extinguishing media appropriate to combustibles in vicinity of fire.

Specific hazards arising from the chemical:

Not applicable.

Special protective equipment and precautions for fire-fighters:

Firefighters should wear NIOSH-approved, positive pressure, self-contained breathing apparatus and full protective clothing when appropriate.

Further information:**NFPA Rating:**

Health – 1

Flammability – 0

Instability – 0

**6. Accidental Release Measures****Personal precautions, protective equipment and emergency procedures:**

Use personal protective equipment as required. If conditions warrant, clean-up personnel should wear approved respiratory protection, gloves and goggles to prevent irritation from contact and/or inhalation.

Methods and materials for containment and cleaning up:

Pick up spills without creating dust from dried product. Place material into container, and cover. Hold in sealed container for disposal.

Environmental precautions:

There are no ingredients present which, within the current knowledge of the distributor and in the concentrations applicable, are classified as hazardous to the environment.

7. Handling and Storage**Precautions for safe handling:**

Product may present a nuisance dust hazard if allowed to dry out. Avoid inhalation of dust. Clean area frequently to avoid dust buildup. Wear applicable personal protective equipment as indicated in Section 8.

Conditions for safe storage, including any incompatibilities:

Store in an agitated tank to prevent settling of solids. Do not store in aluminum tank. Do not allow product to freeze.

Materials to avoid:

Keep away from incompatible materials such as interhalogens and strong acids.

8. Exposure Controls/Personal Protection**Exposure limits:**

United States:

INGREDIENT NAME	SOURCE	TWA	FORM
Water	No exposure limits noted		
Magnesium hydroxide	ACGIH TLV	10 mg/m ³	Total particulate
	OSHA PEL	15 mg/m ³	Total particulate

Appropriate engineering controls:

Wherever possible, use engineering controls to minimize inhalation of dried product dust. Engineering controls may include process enclosure and/or local exhaust ventilation.

Individual protection measures, personal protective equipment:**Skin protection:**

Protective gloves and long sleeve clothing are recommended when repeated or prolonged contact with the slurry is likely.

Respiratory protection:

If adequate engineering controls are not available, wear respirator approved by NIOSH/MSHA in accordance with requirements of 29 CFR 1910.134 for dried product dust, as applicable. In conditions of oxygen deficiency, or where airborne concentrations of dried product dust exceed 100 mg/m³, wear positive pressure or pressure demand supplied air respiratory protection or SCBA.

Eye protection:

Safety glasses are recommended.

9. Physical and Chemical Properties

Appearance – physical state	Aqueous slurry
Appearance – color	White to light brown
Odor	Odorless
Odor threshold	Not applicable
pH	10.5-11.2
Melting point/freezing point	Decomposes to MgO @ 350°C
Initial boiling point & boiling range	100°C (water)
Flash point	Not applicable
Evaporation rate	Same as water
Flammability (solid, gas)	Not flammable
Lower & upper explosive (flammable) limits	Not applicable
Vapor pressure	Not applicable
Vapor density (Air=1)	Not applicable
Relative density	12.1-12.5 lbs/gal @ 25°C
Solubility	0.0009 g/100 ml @ 20°C
Partition coefficient: n-octanol/water	Not applicable
Auto-ignition temperature	Not applicable
Decomposition temperature	Not applicable
Specific gravity	1.45-1.5 g/mL
Viscosity	500-1000 cP
% Volatiles	0

10. Stability and Reactivity

Reactivity:

Not applicable.

Chemical stability:

Stable under normal storage conditions.

Possibility of hazardous reactions:

Excessive heat may be generated in the presence of strong acids.

Conditions to avoid:

Avoid excessive temperatures, which will cause product to produce steam and/or decompose to magnesium oxide. Do not store in aluminum container, as product may produce hydrogen gas.

Incompatible materials:

Strong acids, maleic anhydride, aluminum metal, interhalogens (e.g. bromine pentafluoride, chlorine tri-fluoride), phosphorous pentachloride

Hazardous decomposition products:

Product may present a nuisance dust hazard if allowed to dry out. Product will decompose to magnesium oxide in temperatures in excess of 350°C. Steam may be generated upon heating.

Hazardous Polymerization:

Does not occur.

11. Toxicological Information**Toxicological effects and available data used to identify those effects:****Information on likely routes of exposure:**

Inhalation	No
Ingestion	Yes
Skin contact	Yes
Eye contact	Yes

Symptoms related to the physical, chemical and toxicological characteristics:

Inhalation	No data available.
Ingestion	May cause gastrointestinal disturbances.
Skin contact	May cause irritancy of skin or nasal passages.
Eye contact	May cause irritancy of eyes.

Delayed and immediate effects and also chronic effects from short- and long-term exposure:

Inhalation	No data available.
Ingestion	May cause gastrointestinal disturbances.
Skin contact	May cause irritancy of skin or nasal passages.
Eye contact	May cause irritancy of eyes.

Numerical measures of toxicity (acute toxicity estimates):

No data available.

Carcinogen status:

INGREDIENT NAME	NTP LIST	IARC MONOGRAPHS	OSHA
Magnesium hydroxide	No	No	No

12. Ecological Information**Ecotoxicity:**

No data available.

Persistence and degradability:

No data available.

Bioaccumulative potential:

No data available.

Mobility in soil:

No data available.

Other adverse effects:

No data available.

13. Disposal Considerations

Description of waste residue(s):

This product does not meet the criteria of a hazardous waste, and is suitable for landfill disposal once the water is evaporated or adsorbed.

Safe handling & method(s) of disposal of waste residue(s) & contaminated packing:

Dispose of in accordance with all applicable federal, state, local and provincial environment regulations.

14. Transport Information

This product is not regulated by U.S. DOT, Canadian TGD, and IMDG. This product is not listed as a marine pollutant.

Transport in bulk (according to Annex II of MARPOL 73/78 and IBC Code):

This product is not regulated for transportation. No special requirements. No UN number assigned.

Special precautions:

This product must not be transported in tanks constructed of aluminum.

15. Regulatory Information

U.S. federal safety, health and environmental regulations:United States inventory (Toxic Substances Control Act [TSCA] 8b):

Magnesium hydroxide is listed on the Chemical Substances Inventory of the TSCA.

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (40 CFR 302.4):

Magnesium hydroxide is not listed as a hazardous substance.

Superfund Amendments & Reauthorization Act (SARA) 302 Extremely Hazardous Substances:

Magnesium hydroxide is not listed as an extremely hazardous substance.

Superfund Amendments & Reauthorization Act (SARA) 304 Emergency Release Notification:

Notification is not required for magnesium hydroxide.

Superfund Amendments & Reauthorization Act (SARA) 311 OSHA Hazard Communications Standard:

FIRE HAZARD	SUDDEN RELEASE OF PRESSURE	REACTIVE	IMMEDIATE (ACUTE) HEALTH HAZARD	DELAYED (CHRONIC) HEALTH HAZARD
No	No	No	No	No

Superfund Amendments & Reauthorization Act (SARA) 312 OSHA Hazard Chemical Inventory Reporting:

SDS, chemical inventory, and Tier I/II reporting are not applicable for magnesium hydroxide.

Superfund Amendments & Reauthorization Act (SARA) 313 Toxic Release Inventory:

Magnesium hydroxide is not subject to Form R reporting.

Clean Air Act (CAA) Section 112 (r) Air Pollutants:

Magnesium hydroxide is not listed as an air pollutant under the U.S. Clean Air Act, Section 112 (r) (40 CFR 61).

U.S. state safety, health and environmental regulations:California Proposition 65:

This product does not contain any chemicals known to State of California to cause cancer, birth defects or any other reproductive harm.

16. Other Information

Date of preparation:


This Safety Data Sheet was prepared by Inland Environmental Resources, Inc. on November 16, 2020.

Changes to previous version:

Stationary only.

Inland Environmental Resources, Inc. provides the foregoing information in good faith and makes no representations as to its comprehensiveness or accuracy. This document is intended only as a guide to the appropriate precautionary handling of the material by a properly trained person using the product. Individuals receiving the information must exercise their independent judgment in determining its appropriateness for a particular purpose.

Inland Environmental Resources, Inc. makes no representations or warranties, either expressed or implied, including without limitation any warranties of merchantability or fitness for a particular purpose with respect to the information set forth herein or the product to which the information refers. Accordingly, Inland Environmental Resources, Inc. disclaims responsibility for damages resulting from use or reliance upon this information.

		CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD SPOKANE, WA 99224-5400 PHONE 509 625 6527		Cascade Columbia Distribution Co		Inland Environmental Resources Inc.	
ITB 5429-21: Magnesium Hydroxide Mg(OH)2							
		VENDOR	UNIVAR				
Item	Estimated Annual Tons (More or Less)	Extended Price	Unit Price Per Dry Ton	Extended Price	Unit Price Per Dry Ton	Extended Price	
Normal Delivery. Magnesium hydroxide solids at a minimum dry solids concentration of 50% by weight and 90% Mg(OH)2 by dry weight in an aqueous slurry. Annual Estimate Quantity is 1,100 Dry Tons More Or Less Base Unit price per dry ton is based on 1,100 tons more or less. Base Unit Price is to be inclusive of Freight and Trnsportation Charges. Tax should not be included in base unit price.	1,100	Provided No Bid Response	\$936.00	\$1,029,600.00	\$490.00	\$539,000.00	
Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.					\$91,634.40	\$47,971.00	
Estimated Extended Total					\$1,121,234.40	\$586,971.00	
Enter Emergency Delivery price per dry ton. Emergency Delivery cost per ton, will not be included in the evaluation unless prices stated appear significantly uncompetitive and could result in unnecessarily high cost to the City for those products or services.					Does Not Offer	\$515.00	



INLAN-9

OP ID: PC

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 08/26/2020

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 Blasingame Insurance 200 N. Argonne Rd Spokane, WA 99212 Dan C. Wareham	509-891-1000 CONTACT NAME: Patti Carmichael PHONE (A/C, No, Ext): 509-891-1000 FAX (A/C, No): 509-891-1430 E-MAIL ADDRESS: patti@blasingameins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Liberty Mutual Insurance	
INSURER B: Crum & Forester Specialty	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPK132045 EPK132045 EPK132045	08/31/2020 08/31/2020 08/31/2020	08/31/2021 08/31/2021 08/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Poll/Prof \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAW57986005	08/31/2020	08/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			EFX115739	08/31/2020	08/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			BKW57986005 WASHINGTON STOP GAP	08/31/2020	08/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Worker's Comp			XWO57986005 IOWA, OREGON	08/17/2020	08/17/2021	LIMIT 500,000

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

City of Spokane and Riverside Park Water Reclamation Facility are named as additional insured per forms attached to the policy as respects to work performed by the named insured.

CERTIFICATE HOLDER
CANCELLATION

City of Spokane
 Recalvation Facility
 4401 N Aubrey L White Pkwy
 Spokane, WA 99205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

06/14/2021

Date Rec'd

6/2/2021

Clerk's File #

ORD C36064

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**BRIAN 625-6210
MCCLATCHEY**Project #****Contact E-Mail**

BMCCCLATCHEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - CLARIFYING HISTORIC RE-USE REGULATIONS

Agenda Wording

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

Summary (Background)

This ordinance clarifies that the historic re-use regulations apply to the entire property, rather than just to the structure on the property. This ordinance also restricts historic re-use to properties on the Spokane Historic Register, and gives the Historic Landmarks Commission a greater role in the approval of historic re-use applications.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ALLERS, HANNAHLEE

Study Session\Other

UD Comm., 5-10-2021

Division Director**Council Sponsor**

CM Wilkerson

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C36064

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

WHEREAS, Spokane has an array of historic properties, many of which are underused, abandoned, or have the potential for blighted conditions, and which can be reused in ways that complement and help spur additional development in neighborhoods that very much need the development of new housing, office space, and retail uses; and

WHEREAS, currently, the Spokane Municipal Code allows for the re-use of historic properties in ways that complement, but may not exactly match the underlying zoning; and

WHEREAS, however, current chapter 17C.335 of the Spokane Municipal Code contains inherent, internal contradictions and conflicts, which the City Council intends to clarify immediately to help spur the responsible reuse and redevelopment of historic properties located near the city's core in our historic neighborhoods; and

WHEREAS, given the existing housing crisis and the dire need for development near or within the City's core, which is also the area within which we are likely to see historic properties in need of re-use, the City Council determines that this ordinance should become effective immediately to more rapidly get these unused historic properties back into productive use and therefore increase the taxable value and improve the economic, aesthetic, and social conditions in neighborhoods that desperately need it.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 17C.335.010 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.010 Purpose

The purpose of this chapter is to establish clear and efficient standards and process for the use and re-use of historic structures and the properties on which they are located and to encourage the adaptive reuse of historic structures and properties to more effectively enable economic development, community revitalization, and aesthetic benefit.

Section 2. That section 17C.335.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.110 Development Standards

A. Applicability.

The development standards of this section apply only to those structures ~~((or))~~ listed in the ~~((National))~~ Spokane Register of Historic Places and the property on which they are located. All such structures and properties ~~((listed in the National Register))~~ are subject to all of the use restrictions and development standards of the base zone as minimum standards unless otherwise specifically provided by this section or by an approved planned unit development.

B. Permits Required.

A change in the use of an historic structure and/or the property on which such structure is located to any use allowed in the base zoning district is permitted through the issuance of a certificate of occupancy so long as there are no significant exterior alterations made to the structure. A Certificate of Appropriateness for any new construction on the property must be applied for and received by the Spokane Historic Landmarks Commission before a building permit may be issued.

C. Change in Use.

A change to any use of an historic structure and/or the property on which it is located other than a use listed as permitted in the base zoning district may be allowed by Type III permit from the hearing examiner if the following criteria are met:

1. The structure is listed on the Spokane Register ~~((or National Register))~~ of Historic Places.
2. All proposed changes to the structure or the property on which it is located have been approved by the landmarks commission as being compatible with the historical designation of the structure or property, the form of approval being specified in the rules of procedure of the hearing examiner.
3. The change in use is demonstrated as necessary to ensure that the structure will be preserved, considering all uses allowed in the underlying zone.
4. The benefits to the public arising out of preserving the structure are greater than the harm to the public resulting from allowing the proposed use of the structure or property, considering such factors as public access to the structure or property provided by the proposed use, the distinctive character of the proposed use, the need for the proposed use in the neighborhood in which the ~~((building))~~property is located or in the City, the amount of traffic, noise and other off-site impacts anticipated to be caused by the use and the means available to mitigate any potential off-site impacts.
5. Any change of use of an historic structure which is permitted under this section shall also apply to the remainder of the property on which such historic structure is located.

Section 3. That the City Council declares that the need for the expedient redevelopment of historic properties in and near the city core presents an urgency and emergency such that this ordinance is needed to protect the public health, safety, and/or for the support of existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/14/2021

Date Rec'd

6/2/2021

Clerk's File #

RES 2021-0048

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

RAYLENE GENNETT 625-6524

Project #**Contact E-Mail**

RGENNETT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4320 RESOLUTION FOR NAMING THE TERTIARY TREATMENT FACILITY

Agenda Wording

Council approval to name the RPWRF Tertiary Treatment Facility "Taylor Tertiary Treatment Facility"

Summary (Background)

With all the work Mike Taylor put into this project and all the work in the community that he did throughout his career we would like the naming of the facility to be in his honor.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

COSTER, MICHAEL

Study Session\Other

PIES 5/24

Division Director

FEIST, MARLENE

Council Sponsor

CP Beggs

Finance

WALLACE, TONYA

Distribution List**Legal**

SCHOEDEL, ELIZABETH

hbarnhart@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

Tax & Licenses

rgennett@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Resolution for Naming the Tertiary Treatment Facility
Date:	May 24 th , 2021
Contact (email & phone):	Raylene Gennett Wastewater Director 625-7901 rgennett@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Resolution naming the tertiary treatment facility the “Taylor Tertiary Treatment Facility”
<u>Background/History:</u> With all the work Mike Taylor put into this project and all the work in the community that he did throughout his career we would like the naming of the facility to be in his honor.	
<u>Executive Summary:</u> Council approval of Resolution.	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

RESOLUTION NO. 2021-0048

A Resolution naming the tertiary treatment facility at the Riverside Park Water Reclamation Facility after Perry Michael “Mike” Taylor.

WHEREAS, Perry Michael “Mike” Taylor was well loved at City Hall, the Riverside Park Water Reclamation Facility and around the community; and

WHEREAS, Mike joined the City in 2009 as the City’s Engineering Services Director; and

WHEREAS, he was appointed to the position by then-Mayor Mary Verner after retiring from Taylor Engineering, which he started in 1985; and

WHEREAS, during his last years of City employment, Mike served as the program manager for installation of tertiary treatment at the Riverside Park Water Reclamation Facility, commonly known as the Next Level of Treatment; and

WHEREAS, this \$125 million project added membrane technology to the plant, most commonly used in drinking water treatment, to vastly improve the quality of the water released from the facility; and

WHEREAS, as part of this work, Mike had been a champion of value engineering and ensuring that Spokane’s citizens get the most out of their tax dollars; and

WHEREAS, Mike was much more than a great engineer, touching the lives of so many people throughout the Wastewater Department, the City, and the community; and

WHEREAS, he will be remembered for mentoring those around him and for his dedication to his friends, to his mother who lived well into her 90s, his kids and grandkids, and his wife Linda; and

WHEREAS, perhaps only Mike would appreciate a wastewater facility being named after him.

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council that:

Section 1. The Tertiary Treatment Facility at the Riverside Park Water Reclamation Facility be named the “Taylor Tertiary Treatment Facility.”

Section 2. That a sign bearing the new name be placed at the facility for all to remember Mike and his contributions to Spokane.

Adopted and approved by the Spokane City Council this ____ day of _____,
2021.

City Clerk

Approved as to form:

Assistant City Attorney

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

06/14/2021

Date Rec'd

6/3/2021

Clerk's File #

RES 2021-0049

Renews #**Cross Ref #****Submitting Dept**

CITY COUNCIL

Contact Name/PhoneBRIAN 625-6210
MCCLATCHEY**Project #****Contact E-Mail**

BMCLATCHEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - ADOPTING A NEW CITY FLAG

Agenda Wording

A resolution adopting a new City of Spokane flag.

Summary (Background)

The city council formed a volunteer flag committee, which considered hundreds of designs, and opened a public voting process in which thousands of votes were received. This resolution adopts the final new city flag, the third official flag in the City of Spokane's history, designed by Derek Landers.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ALLERS, HANNAHLEE

Study Session\Other

various committee presentations

Division Director**Council Sponsor**

CM Burke

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

RESOLUTION NO. 2021-_____

A resolution adopting a new city flag for the City of Spokane and expressing gratitude for the work of the volunteer flag commission.

WHEREAS, the City Council adopted Resolution 2019-0039 (June 10, 2019), which called for a new city flag and formed a city flag commission to seek public input on the design for a new, meaningful, and distinctive city flag that promotes unity and civic pride in our community; and

WHEREAS, the flag commission consisted of members of the Arts Commission, Spokane Tribe, a youth representative, the mayor's office, and residents of each city council district; and

WHEREAS, the flag commission met 19 times from December, 2019 to June, 2021, received 458 proposed designs and took comment from members of the public; and

WHEREAS, members of the public were asked to express their opinions on which design should be our new city flag, via a process of ranked-choice voting, using their Spokane Public Library account, and 2,110 votes were received in this fashion; and

WHEREAS, the flag commission officially recommended that the City Council adopt as the new flag for the City of Spokane, designed by Derek Landers; and

WHEREAS, the recommended flag design incorporates the elements of the sun, river and forest, to symbolize the origin of the city's name, from the interior Salish phrase "children of the sun," and our iconic river and pine forests.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council hereby adopts as the City's new flag the design shown on Attachment 'A', as a new point of pride in our city and to stand as symbols of our river, our location on the aboriginal lands of the Spokane Tribe, and our forests.

BE IT ALSO RESOLVED, that the City Council salutes the volunteer members of the flag commission who spent a substantial amount of time and effort to seek and review hundreds of designs for our new flag.

ADOPTED by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

ATTACHMENT 'A'



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

06/14/2021

Date Rec'd

6/2/2021

Clerk's File #

RES 2021-0050

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**BRIAN 625-6210
MCCLATCHEY**Project #****Contact E-Mail**

BMCCCLATCHEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - ENDING THE EMERGENCY STAGE OF COVID-19 RESPONSE

Agenda Wording

A resolution terminating the declared emergency stage of the COVID-19 response.

Summary (Background)

This resolution ends the declared emergency stage of the COVID-19 response and places the City of Spokane firmly on a recovery posture by ending emergency measures such as hiring freezes and expenditure limits beyond the normal process to accelerate the recovery of our economic, social, and cultural life.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ALLERS, HANNAHLEE

Study Session\Other

FA Comm. 5/17/21

Division Director**Council Sponsor**CMs Wilkerson, Kinnear
and Mumm**Finance**

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

RESOLUTION NO. 2021-0050

A resolution terminating the local emergency declared in response to the COVID-19 pandemic and any associated emergency orders such as hiring freezes, freezes on contracting for needed City projects, and expenditure limitations beyond the normal fiscal processes and procedures, and expressing Council's desire to immediately commence swift and strong recovery efforts.

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee issued a proclamation declaring a State of Emergency in all counties of the state of Washington in response to new cases of COVID-19; and

WHEREAS, Mayor Nadine Woodward issued a local declaration of emergency on March 16, 2020, and the same day, the City Council ratified a modified version of that emergency declaration pursuant to SMC 02.04.060; and

WHEREAS, Mayor Woodward then issued an amended declaration of emergency on March 23, 2020, which the City Council ratified the same day; and

WHEREAS, Section 4 of these emergency declarations provide that the local state of emergency is in effect until terminated by the Mayor or by the adoption of a City Council resolution; and

WHEREAS, Spokane County stood up an emergency communications and coordination group in response to COVID-19, which was decommissioned months ago; and

WHEREAS, as of May, 2021, nearly 40% of the population of Spokane County has received at least one vaccine dose; and

WHEREAS, as businesses reopen and increase their operational capacity, and as more people in Spokane County are vaccinated, children return to school, public events recommence, and as people travel again, it is apparent that there is no longer a need for a local emergency declaration; and

WHEREAS, we have found that government, business, and public life in general can resume if done in concert with vaccinations, masking, social distancing, and other safety measures, and that after over a year of acute response, we no longer see the necessity for keeping the City of Spokane in an emergency response posture; rather, we are embarked on a "new normal" for how we do business and provide services to the public as a municipality; and

WHEREAS, recent guidance from the Centers for Disease Control and Prevention (“CDC”) provides support for us to enter a “new normal” in which some measures such as masking are not as necessary for the preservation of public health as they have been; and

WHEREAS, Congress and the Biden Administration have provided an unprecedented level of funding to local governments to have available to recover from the COVID-19 pandemic and its related economic and social impacts as quickly and as strongly as we can; and

WHEREAS, in implementing the local emergency declaration, the City implemented accompanying measures, such as hiring freezes, expenditure limitations, and freezes on contracting for needed work around the City, which were excellent examples of fiscal stewardship needed in the emergency response stage of the COVID-19 pandemic during which a great degree of uncertainty was attached to every decision; and

WHEREAS, a local emergency declaration and emergency response posture in Spokane is no longer needed, and is in fact duplicative of the state and federal response measures and structures, which are more than adequate to respond to the crisis at this stage, which is and rightly should be focused on the economic, social, and cultural recovery of the Spokane region and committing to making Spokane much more resilient in the face of any future crises.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council hereby terminates the state of emergency declared by Mayor Nadine Woodward, as modified and ratified by City Council Resolutions 2020-0019 (March 16, 2020) and 2020-0020 (March 23, 2020), and any other emergency orders that are derived from or related to those emergency declarations, including without limitation hiring freezes, freezes on contracting for much-needed City projects at a level lower than 97% of funds for the purpose, and expenditure limitations beyond the normal fiscal processes and procedures employed by the City.

AND BE IT ALSO RESOLVED, that the City Council supports and encourages the City to focus on a swift and strong recovery to our economic, social, and cultural life, as well as on efforts to vastly improve the resiliency of the Spokane community so that we can emerge from any future crises a stronger city and region than we have ever been before.

ADOPTED by the City Council this ____ day of _____, 2021.

Approved as to form:

City Clerk

Assistant City Attorney

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

06/14/2021

Date Rec'd

5/14/2021

Clerk's File #

ORD C36061

Renews #**Submitting Dept**

ACCOUNTING

Cross Ref #**Contact Name/Phone**

MICHELLE HUGHES X6320

Project #**Contact E-Mail**

MHUGHES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

5600 - ORDINANCE CREATING FUNDS 1590 HOUSING LOCAL SALES TAX & 1425 ARP

Agenda Wording

Creation of two special revenue reserve funds the City will receive and properly allocate the funds into the appropriate accounts for subsequent expenditures.

Summary (Background)

New special revenue reserve funds need to be created and codified in Chapter 7.08 SMC to reflect the 0.1% sales and use tax for affordable housing and supportive services created pursuant to Ordinance No. C-35982, adopted by the City Council on November 30, 2020, and the American Rescue Plan Act of 2021 pass by the U.S. Congress and signed into law on March 22, 2021.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

HUGHES, MICHELLE

Study Session\Other

F&A 5-17-2021

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

twallace@spokanecity.org;
mhughes@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

pingiosi@spokanecity.org; ablain@spokanecity.org

Additional Approvals**Purchasing****GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

Briefing Paper

Division & Department:	Finance
Subject:	Ordinance Creating Funds 1595 Housing Local Sales Tax & 1425 American Rescue Plan
Date:	5/6/21
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Legislative requirement
Strategic Initiative:	Housing & Economic Recovery
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Creation of two special revenue reserve funds the City will receive and properly allocate the funds into the appropriate accounts for subsequent expenditures.
Background/History:	
<p><i>New special revenue reserve funds need to be created and codified in Chapter 7.08 SMC to reflect the 0.1% sales and use tax for affordable housing and supportive services created pursuant to Ordinance No. C-35982, adopted by the City Council on November 30, 2020, and the American Rescue Plan Act of 2021 pass by the U.S. Congress and signed into law on March 22, 2021.</i></p>	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36061

An ordinance relating to the establishment of new special revenue reserve funds; adopting new sections SMC sections 7.08.155 and 7.08.156 to Chapter 7.08 of the Spokane Municipal Code.

WHEREAS, new special revenue reserve funds need to be created and codified in Chapter 7.08 SMC to reflect the 0.1% sales and use tax for affordable housing and supportive services created pursuant to Ordinance No. C-35982, adopted by the City Council on November 30, 2020, and the American Rescue Plan Act of 2021 pass by the U.S. Congress and signed into law on March 22, 2021; and

WHEREAS, the creation of these two special revenue reserve funds will the City to receive and properly allocate the funds into the appropriate accounts for subsequent expenditures.

Now, Therefore, the City of Spokane does ordain:

Section 1. That there is adopted a new section 7.08.155 to chapter 7.08 of the Spokane Municipal Code to read as follows:

7.08.155 Housing Local Sales Tax Fund

There is established a special revenue fund to be known as the "Housing Local Sales Tax Fund," into which shall be deposited funds generated from the 0.1.% local sale and use tax for affordable housing and supportive services created pursuant to Ordinance No. C-35982 and codified in Chapter 8.07C SMC.

The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

Section 2. That there is adopted a new section 7.08.156 to chapter 7.08 of the Spokane Municipal Code to read as follows:

7.08.156 American Rescue Plan Fund

There is established a special revenue fund to be known as the "American Rescue Plan Fund," into which shall be deposited the City's direct allocation of Local Fiscal Recovery Funds from the American Rescue Plan Act of 2021, for the purpose of supporting the local recovery efforts from the economic and health effects of the COVID-19 pandemic.

The funds shall be used consistent with the provisions of the American Rescue Plan Act of 2021.

PASSED BY THE CITY COUNCIL ON _____, 2021.

Council President

Attest:

Approved as to form:

Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
06/14/2021

Date Rec'd	5/12/2021
Clerk's File #	ORD C36062
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	MELISSA OWEN 6063
Contact E-Mail	MOWEN@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	4700 - U-HAUL REZONE ORDINANCE

Agenda Wording

An Ordinance changing the zone from CB-55 (Community Business with a 55' height limit) to GC-55 (General Commercial with a 55' height limit) for property located at 4110 E. Sprague Avenue.

Summary (Background)

Pursuant to the type III land use application rezone process, the Hearing Examiner held a public hearing on the proposed Rezone from CB-55 to GC-55 on March 18, 2021. On April 2nd, 2021, the Hearing Examiner approved said zone change subject to revised conditions. The appeal period for this decision ends on April 29, 2021. The final step in the type III rezone process is for Council to adopt the Findings, Conclusions, and Decision of the Hearing Examiner dated April 2, 2021.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	BECKER, KRIS	Study Session\Other UE 5/10/2021
Division Director	BECKER, KRIS	Council Sponsor CP Kinnear
Finance	ORLOB, KIMBERLY	Distribution List
Legal	PICCOLO, MIKE	Kbecker@spokanecity.org
For the Mayor	ORMSBY, MICHAEL	jwest@spokanecity.prg
Additional Approvals		mowen@spokanecity.org
Purchasing		mvanderkamp@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Development Services Center - Planning
Subject:	U-Haul Rezone (Type III land use application) – CB-55 to GC-55
Date:	May 10, 2021
Author (email & phone):	Melissa Owen, Assistant Planner, mowen@spokanecity.org , 509.625.6063
City Council Sponsor:	N/A
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 17G.060.170 Land Use Application Procedures Decision Criteria SMC 17G.060T Land Use Application Tables Spokane Comprehensive Plan
Strategic Initiative:	Urban Experience, Safe and Healthy
Deadline:	Ordinance Adoption proposed for May, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Adoption of the Hearing Examiners decision, findings and conclusions and changing the City's zoning map from Community Business (CB-55) to General Commercial (GC-55) for property located at 4110 E Sprague Avenue.
Background/History: Pursuant to the type III land use application rezone process, the Hearing Examiner held a public hearing on the proposed Rezone from CB-55 to GC-55 on March 18, 2021 on the request of the owner of certain property located at 4110 E Sprague Avenue. On April 2nd, 2021, the Hearing Examiner recommended approval of said zone change for said property subject to revised conditions. The appeal period for this decision ends on April 29, 2021.	
Executive Summary: <ul style="list-style-type: none"> The applicant is proposing a change to the City's Zoning Map to change 4110 E Sprague (an area that encompasses more than half of one city block generally bound by E. Sprague Avenue; S. Havana St., E. Pacific Avenue, and S Myrtle St.) from Community Business (CB-55) to General Commercial (GC-55). All procedural requirements were completed prior to the application being heard before the Hearing Examiner on March 18, 2021. The City's Hearing Examiner approved the rezone on April 2, 2021. The Appeal Period ends April 29, 2021. The next step is to adopt the Hearing Examiner Decision and updates to the City's Zoning Map. The proposal is consistent with multiple goals and policies from the land use, economic development, and urban design chapters of the Comprehensive Plan. The primary uses allowed in the Community Business (CB) and General Commercial (GC) zones are the same (table 17C.120-1); however, the General Commercial Zone is more intense than the Community Business as it allows for: <ul style="list-style-type: none"> Permits greater floor area for non-residential purposes and greater building height (current proposal is to maintain max 55' height existing for CB zone); Allows for greater lot coverage, building length, and building height associated with mini-storage uses specifically; and, Affords a greater sq. ft. of industrial category uses (Industrial Service, Manufacturing and Productions, Warehousing and Freight Movement, and Whole Sale Sales) before one of the aforementioned industrial category uses would be required to obtain a Conditional Use Permit. 	

- The Land use Designation remains General Commercial.
- The proposal includes 1 parcel.
 - Location: 4110 E Sprague Avenue
 - Parcel number: 35211.0211 (10.39 acres)

Attachments – Ordinance with proposed Zoning Map exhibit, Current Zoning Map

Budget Impact: N/A

Approved in current year budget? ☐ Yes ☐ No **N/A**

Annual/Reoccurring expenditure? ☐ Yes ☐ No **N/A**

If new, specify funding source: N/A no budget impact to this site specific rezone (type III land use permit)

Other budget impacts: (revenue generating, match requirements, etc.) N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required: N/A

Known challenges/barriers: N/A

ORDINANCE NO. _____

An Ordinance changing the zone from CB-55 (Community Business with a 55' height limit) to GC-55 (General Commercial with a 55' height limit) for property located on the southeast corner of the intersection of Sprague Avenue and Havana Street. The parcel is commonly described as 4110 E. Sprague Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on March 18, 2021, on the request of the owner of certain property zoned CB-55 and generally located on the southeast corner of the intersection of Sprague Avenue and Havana Street; and on April 2, 2021, approved said zone change subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner dated April 2, 2021, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

**TRACT 1, EXCEPT THE NORTH 489 FEET;
TRACT 2, EXCEPT THE EAST 30.25 FEET OF TRACT 3 AND TRACT 4,
EXCEPT THE WEST 215 FEET;
AND EXCEPT THE SOUTH 135 FEET OF THE WEST 300 FEET ALL IN
VALLEY HOME AS PER PLAT THEREOF RECORDED IN VOLUME "D" OF
PLATS, PAGE 45;**

**TOGETHER WITH INGRESS AND EGRESS EASEMENT AND RECIPROCAL
PARKING AGREEMENT RECORDED DECEMBER 29, 1965 UNDER
AUDITOR'S FILE NO. 167147C AND AMENDED AUGUST 24, 1989 UNDER
AUDITOR'S FILE NO. 8908240227 AND SECOND AMENDMENT TO INGRESS,
EGRESS EASEMENT AND RECIPROCAL PARKING AGREEMENT
RECORDED SEPTEMBER 29, 1997 UNDER AUDITOR'S NO. 4146334;**

**AND EASEMENT AND AGREEMENT RECORDED AUGUST 24, 1989 UNDER
AUDITOR'S NO. 8908240229;**

SITUATE IN THE CITY OF SPOKANE;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

with the GC-55 (General Commercial with a 55' height limit) zoning designation.

Passed the City Council_____

Council President

Attest:

Approved as to form:

City Clerk

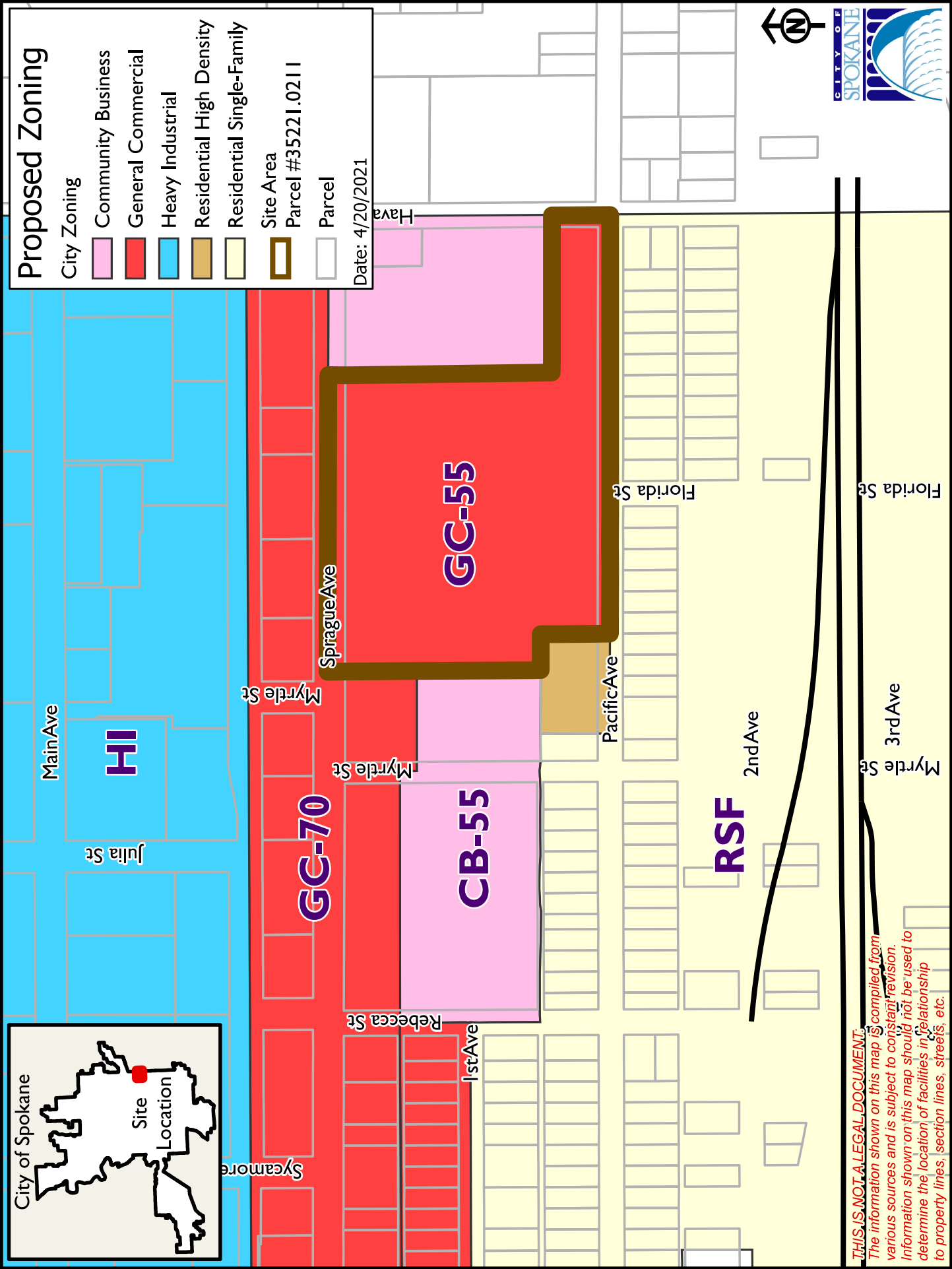
Assistant City Attorney

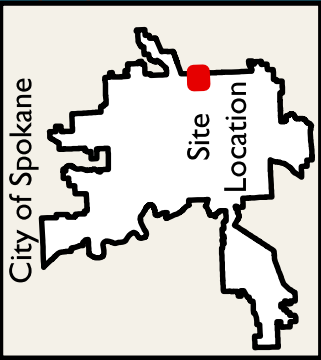
Mayor

Date

Effective Date

Exhibit A: Proposed Zoning



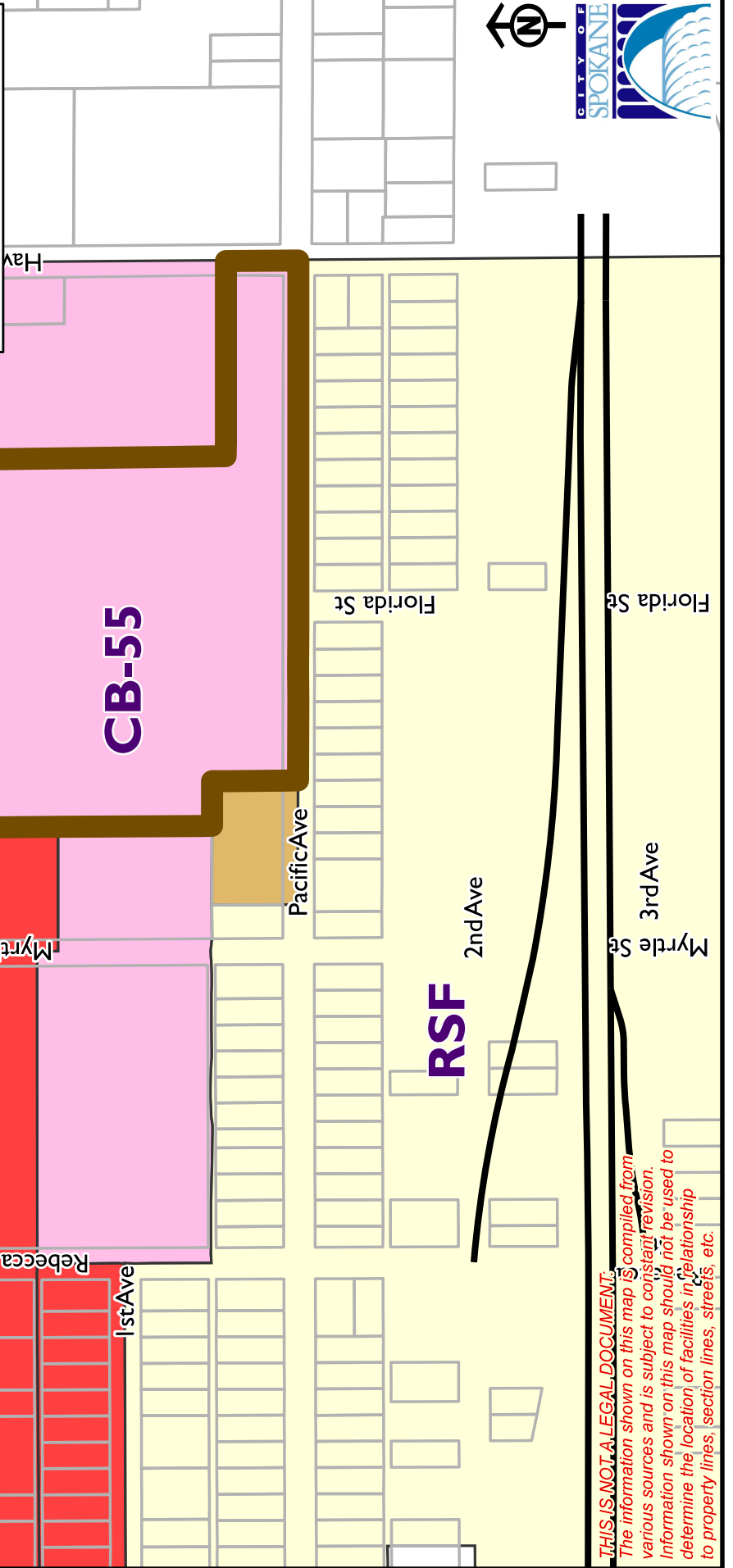


Existing Zoning

City Zoning

- Community Business
- General Commercial
- Heavy Industrial
- Residential High Density
- Residential Single-Family
- Site Area
- Parcel #35221.0211
- Parcel

Date: 4/20/2021



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, street lines, etc.

ORDINANCE NO. C36062

An Ordinance changing the zone from CB-55 (Community Business with a 55' height limit) to GC-55 (General Commercial with a 55' height limit) for property located on the southeast corner of the intersection of Sprague Avenue and Havana Street. The parcel is commonly described as 4110 E. Sprague Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on March 18, 2021, on the request of the owner of certain property zoned CB-55 and generally located on the southeast corner of the intersection of Sprague Avenue and Havana Street; and on April 2, 2021, approved said zone change subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner dated April 2, 2021, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

**TRACT 1, EXCEPT THE NORTH 489 FEET;
TRACT 2, EXCEPT THE EAST 30.25 FEET OF TRACT 3 AND TRACT 4,
EXCEPT THE WEST 215 FEET;
AND EXCEPT THE SOUTH 135 FEET OF THE WEST 300 FEET ALL IN
VALLEY HOME AS PER PLAT THEREOF RECORDED IN VOLUME "D" OF
PLATS, PAGE 45;**

**TOGETHER WITH INGRESS AND EGRESS EASEMENT AND RECIPROCAL
PARKING AGREEMENT RECORDED DECEMBER 29, 1965 UNDER
AUDITOR'S FILE NO. 167147C AND AMENDED AUGUST 24, 1989 UNDER
AUDITOR'S FILE NO. 8908240227 AND SECOND AMENDMENT TO INGRESS,
EGRESS EASEMENT AND RECIPROCAL PARKING AGREEMENT
RECORDED SEPTEMBER 29, 1997 UNDER AUDITOR'S NO. 4146334;**

**AND EASEMENT AND AGREEMENT RECORDED AUGUST 24, 1989 UNDER
AUDITOR'S NO. 8908240229;**

SITUATE IN THE CITY OF SPOKANE;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

with the GC-55 (General Commercial with a 55' height limit) zoning designation.

Passed the City Council_____

Council President

Attest:

Approved as to form:

City Clerk

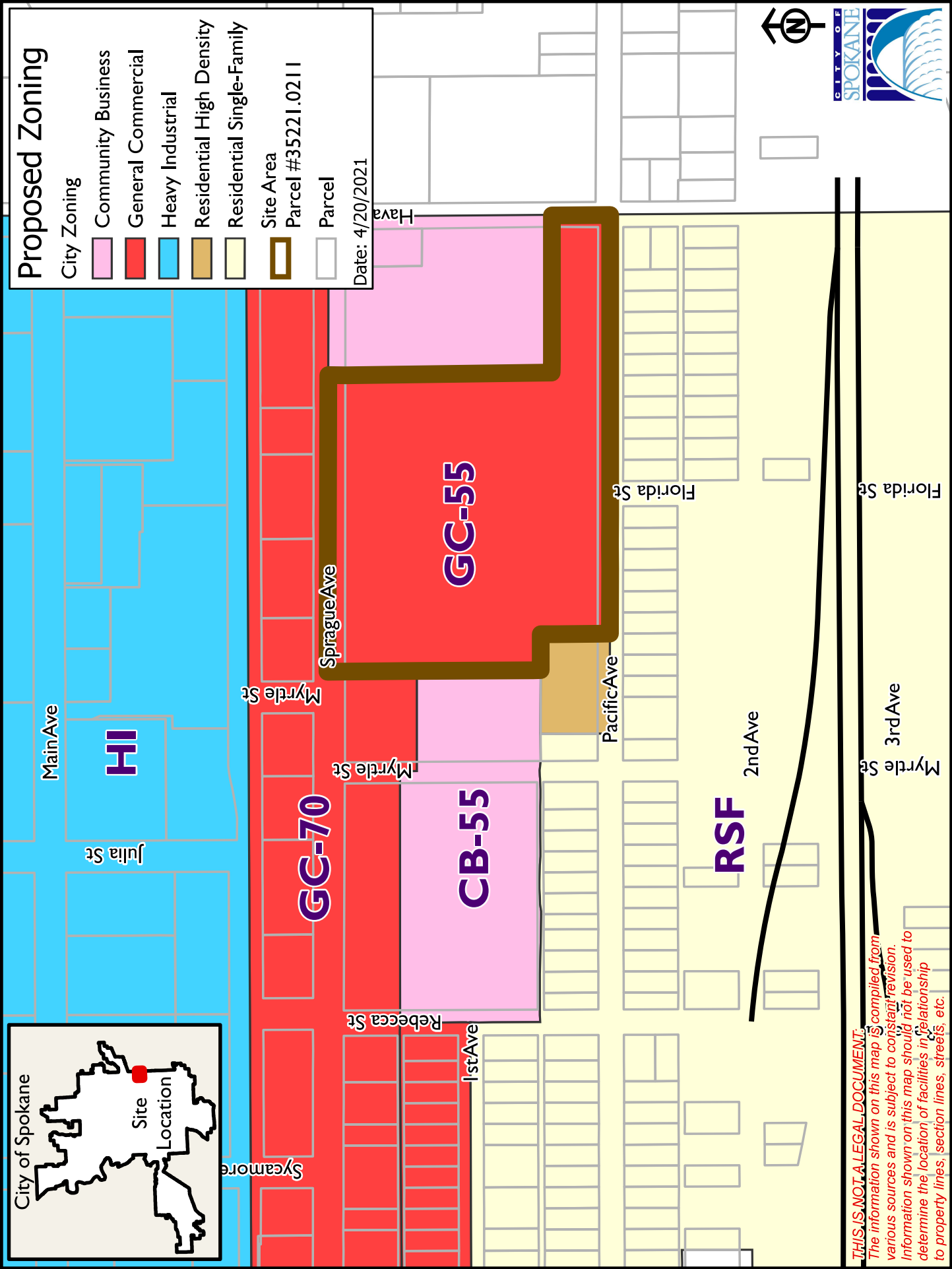
Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A: Proposed Zoning





Agenda Sheet for City Council Meeting of:
06/14/2021

<u>Date Rec'd</u>	5/17/2021
<u>Clerk's File #</u>	ORD C36063
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BRIAN 625-6210 MCCLATCHEY
<u>Contact E-Mail</u>	BMCCCLATCHEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Final Reading Ordinance
<u>Agenda Item Name</u>	0320 - ORDINANCE REPEALING AMUSEMENT DEVICES LICENSING REQUIREMENT AND FEE

Agenda Wording

An ordinance repealing section 08.12 of the Spokane Municipal Code.

Summary (Background)

Ordinance repealing amusement device license fees and requesting a refund of all such fees paid in 2020 and 2021.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 13,200

Select \$

Select \$

Select \$

Budget Account

0020-88100-99999-31683

#

#

#

Approvals

Dept Head ALLERS, HANNAHLEE

Division Director

Finance HUGHES, MICHELLE

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other FA Committee,
5/17/2021

Council Sponsor CM Stratton

Distribution List

ORDINANCE NO. C36063

An ordinance repealing the amusement device license fee; repealing chapter 08.12 of the Spokane Municipal Code; and requiring the refunding of such license fees paid in 2020 and 2021.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That chapter 08.12 of the Spokane Municipal Code is hereby repealed in its entirety.

Section 2. That all administrative policies, procedures, regulations, or public rules that implement and enforce chapter 08.12 of the Spokane Municipal Code are hereby superseded and repealed, only as to their applicability to chapter 08.12, SMC.

Section 3. That all fees paid for amusement device licenses in fiscal 2020 and 2021 shall be refunded to the licensees by no later than December 31, 2021.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date