

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the July 17, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of July 17, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2494 241 4532; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, July 17, 2023. You must sign up by 6:00 p.m. to be called on to testify. Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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 public testimony on legislative items (two minutes for open forum)!**

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 the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' 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 and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

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 during the Council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), 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 on issues that are not part of the current or advanced agendas during 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 true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. City employees may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time or while in uniform; or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 and avoiding unlawful harassment 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 Director of Policy and Government Relations 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(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 the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- E. 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.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. 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.
- G. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JULY 17, 2023

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 JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**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

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by their true first and last name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- 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 or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

**(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)**

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

TOWN HALL / LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED
COMMUNITY ORGANIZATIONS**

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

TOWN HALL FORUM

At each meeting before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. 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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|---|----------------|------------------------------|
| 1. | Purchase from D&L Supply Co., Inc. (Moses Lake, WA) of sewer and stormwater access frames and covers for the Wastewater Management Department—\$95,375 (plus tax). (Council Sponsors: Council Members Kinnear and Bingle) Mike Lowdon | Approve | OPR 2023-0681 RFQ 5895-23 |
| 2. | Value Blankets with Special Asphalt Products, Inc. (Spokane) utilizing Washington State Contract No. 07121 for purchases for the Streets Department of: | Approve All | |
| | a. Nuvo Gap—\$80,000. | | OPR 2023-0682 |
| | b. SA Premiere Crack Sealant—\$125,000. | | OPR 2023-0683 |
| | (Council Sponsor: Council Member Kinnear) Clint Harris | | |
| 3. | Public Works Agreement with Arrow Concrete & Asphalt Specialties (Spokane) for emergency sink hole repair in the Spokane Police Department Northeast | Approve | OPR 2023-0684 |

Precinct parking lot from May 5, 2023, to May 31, 2023—\$57,625.24 (incl. tax). (Council Sponsor: Council Member Kinnear)

Dave Steele

- 4. Acceptance of grant funding from the Washington Association of Sheriffs and Police Chiefs for the Washington Auto Theft Prevention program to be used to fund one police detective position to focus on auto theft enforcement and prevention from July 1, 2023, to June 30, 2025—\$294,191. (Council Sponsor: Council Member Stratton) Approve OPR 2023-0685

Mike McNab

- 5. Two-year Contract with Applied Industrial Technologies (Spokane) for the as-needed purchase and installation of conveyor belts at the Waste to Energy Facility from July 1, 2023, through June 30, 2025—not to exceed \$210,000 (plus tax). (Council Sponsors: Council Members Kinnear and Bingle) Approve OPR 2023-0686
IPWQ 5891-23

David Paine

- 6. Report of the Mayor of pending: Approve
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____ CPR 2023-0002
 - b. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____ CPR 2023-0002
 - c. Payroll claims of previously approved obligations through _____, 2023: \$_____ CPR 2023-0003

- 7. City Council Meeting Minutes: _____, 2023. Approve & Authorize Payments CPR 2023-0013



LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0060 Appointing _____ to fill the position of Spokane City Council President vacated by Breean Beggs. (Council Sponsors: Council Members Kinnear and Stratton)
Giacobbe Byrd
- RES 2023-0061 Amending the appointments of Council Members to boards and commissions. (Council Sponsors: Council Members Kinnear and Stratton)
Giacobbe Byrd
- ORD C36405 Concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program. (Pending requested deferral from the July 10, 2023, Agenda) (Council Sponsors: Council Members Zappone and Bingle)
Council Members Bingle and Zappone
- ORD C36407 Concerning the use of automated traffic safety cameras, extending the termination date for authorization to use automated traffic safety cameras, expanding the use of said cameras to school walk areas, public park speed zones, and hospital speed zones, and amending sections 16A.64.220 and 16A.64.260 of the Spokane Municipal Code. (Council Sponsors: Council Members Kinnear and Zappone)
Abigail Martin

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

NEIGHBORHOOD REPORTS

**Motion to Approve Advance Agenda for July 17, 2023
(per Council Rule 2.1.2)**

ADJOURNMENT

The July 17, 2023, Regular Legislative Session of the City Council is adjourned to July 24, 2023.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES



Agenda Sheet for City Council Meeting of:

07/17/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 6/16/2023 |
| Clerk's File # | OPR 2023-0681 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | RFQ# 5895-23 |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | WASTEWATER MANAGEMENT |
| Contact Name/Phone | MIKE LOWDON 625-7909 |
| Contact E-Mail | MLOWDON@SPOKANECITY.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | 4310 WASTEWATER PURCHASE OF ACCESS FRAMES AND COVERS |

Agenda Wording
 Purchase of "SEWER" and "STORMWATER" access frames and covers from D&L Supply Co., Inc (Moses Lake, WA) for \$95,375.00 plus tax

Summary (Background)
 These products are needed in accordance with City Standard Plans and state/federal 'Buy America' requirements to support regular construction and maintenance projects. RFQ 5895-23 was issued on 5/3/2023. Two quotes were received by the closing deadline on 5/18/2023. Award is recommended to D&L Supply Co., Inc. (Moses Lake, WA) as the low responsive, responsible bidder.

| | | |
|----------------------|-----------------------|--------------------------------|
| Lease? NO | Grant related? NO | Public Works? YES |
| Fiscal Impact | | Budget Account |
| Expense | \$ 95,375.00 plus tax | # 4310-43117-35148-53210-99999 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|----------------------|------------------------------|------------------------|
| Approvals | | Council Notifications | |
| Dept Head | GENNETT, RAYLENE | Study Session\Other | PIES 6/26/2023 |
| Division Director | FEIST, MARLENE | Council Sponsor | CM Kinnear & CM Bingle |
| Finance | ALBIN-MOORE, ANGELA | Distribution List | |
| Legal | HARRINGTON, MARGARET | sspence@spokanecity.org | |
| For the Mayor | SMITHSON, LYNDEN | mlowdon@spokanecity.org | |
| Additional Approvals | | rkirby@spokanecity.org | |
| Purchasing | PRINCE, THEA | Tax & Licenses | |
| | | | |
| | | | |
| | | | |

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability Committee

| | |
|---------------------------------|---|
| Submitting Department | 4310 Wastewater Maintenance |
| Contact Name & Phone | Mike Lowdon, 509.625.7909 |
| Contact Email | mldowd@spokanecity.org |
| Council Sponsor(s) | CM Kinnear, Co-Sponsor CM Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 4310 Wastewater Purchase of Access Frames and Covers |
| Summary (Background) | <p>The City's Wastewater Maintenance department requires ductile iron "SEWER" and "STORMWATER" covers and cast-iron frames in accordance with City Standard Plans and state/federal 'Buy America' requirements to support regular construction and maintenance projects for 2022.</p> <p>Request for Quote (RFQ) # 5895-23 was issued on 5/3/2023 for these products and two quotes were received by the closing deadline on 5/18/2023. Award is recommended to D&L Supply Co., Inc. (Moses Lake, WA) as the low responsive, responsible bidder.</p> |
| Proposed Council Action: | Approval |
| Fiscal Impact: | <p>Total Cost: <u>\$95,375.00 including tax</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Wastewater budget</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> |
| Operations Impacts | <p>What impacts would the proposal have on historically excluded communities?</p> <p>These products will be used on an as-needed basis throughout the City of Spokane.</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>The use of these products is not impacted by demographic disparities.</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>These products have been used reliably for many years and remain specified according to 'tried and true' results.</p> |

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

These products are procured in accordance with City Standard Plans and 'Buy America' requirements, as well as City Purchasing policies.

RFQ #5895-23 Sewer Locking Manhole Rings & Covers

| Reference Number | Description | Type | UOM | Quantity | D&L Supply Co, Inc | Olympic Foundry Inc. |
|-----------------------|--|------|------|----------|--------------------|----------------------|
| | Non-Locking manhole frame & cover - Standard | | | | | |
| 1 | Plan A-12 'STORM' | Base | Each | 25 | \$11,875.00 | \$12,812.50 |
| | Non-Locking manhole frame & cover - Standard | | | | | |
| 2 | Plan A-12 'SEWER' | Base | EA | 50 | \$23,750.00 | \$25,625.00 |
| | Locking 3-point bolt down manhole frame & | | | | | |
| 3 | cover - Standard Plan A-13 'SEWER' | Base | Each | 25 | \$13,625.00 | \$14,443.75 |
| | Locking 3-point bolt down manhole frame & | | | | | |
| 4 | cover - Standard Plan A-13 'STORM' | Base | Each | 50 | \$27,250.00 | \$28,887.50 |
| | Frame and Grate for inlet type 3 (Note | | | | | |
| 5 | Directional Vaned grate (Plan B2A) | Base | Each | 25 | \$10,000.00 | \$10,687.50 |
| 6 | Grate Guards, Standard Plan B2C | Base | Each | 25 | \$1,000.00 | \$1,125.00 |
| Sub Total | | | | | \$87,500.00 | \$93,581.25 |
| | 7 WA State Sales Tax (9%) | Base | Each | 1 | \$7,875.00 | \$8,422.31 |
| Total Extended | | | | | \$95,375.00 | \$102,003.56 |



Agenda Sheet for City Council Meeting of:
07/17/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 6/29/2023 |
| Clerk's File # | OPR 2023-0682 |
| Renews # | |
| Cross Ref # | OPR 2020-0354 |
| Project # | |
| Bid # | |
| Requisition # | VB |

| | |
|---------------------------|-------------------------------|
| Submitting Dept | STREETS |
| Contact Name/Phone | CLINT HARRIS 625-7744 |
| Contact E-Mail | CEHARRIS@SPOKANECITY.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | 1100 - NUVO GAP VALUE BLANKET |

Agenda Wording
The Street Department would like a Value Blanket for the purchase of no more than 80k of Nuvo Gap from Special Asphalt Products Inc. This blanket's pricing is based upon the pricing found on state contract #07121

Summary (Background)
Nuvo Gap is a product that will preserve the lift and integrity of city roadways where cracks larger than 1" across have formed, preventing further degradation from moisture freeze/thaw cycles

| | | |
|----------------------|-------------------|--------------------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Expense | \$ 80,000.00 | # 1100-21700-42300-53210-99999 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|-------------------------|----------------------------------|--------------|
| Approvals | | Council Notifications | |
| Dept Head | HARRIS, CLINT E. | Study Session\Other | PIES 6/26/23 |
| Division Director | FEIST, MARLENE | Council Sponsor | Kinnear |
| Finance | ORLOB, KIMBERLY | Distribution List | |
| Legal | HARRINGTON, MARGARET | ceharris@spokanecity.org | |
| For the Mayor | SMITHSON, LYNDEN | jwthomas@spokanecity.org | |
| Additional Approvals | | jdykes@spokanecity.org | |
| Purchasing | | tbrazington@spokanecity.org | |
| | | tprince@spokanecity.org | |
| | | jklapp@spokanecity.org | |
| | | streetaccounting@spokanecity.org | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|---|--|
| Submitting Department | Streets |
| Contact Name | Clint Harris |
| Contact Email & Phone | ceharris@spokanecity.org |
| Council Sponsor(s) | Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 1100 - Nuvo Gap Value Blanket Renewal |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The Street Department would like to renew a Value Blanket contract for the purchase of no more than 80k of Nuvo Gap from Specialty Asphalt. This blanket's pricing is based upon the pricing found on state contract #07121</p> <p>Nuvo Gap is a product that will preserve the lift and integrity of city roadways where cracks larger than 1" across have formed, preventing further degradation from moisture freeze/thaw cycles</p> |
| Proposed Council Action | Consent approval for value blanket renewal, PIES 6/26/2023 |
| Fiscal Impact Total Cost: <u>80,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | |



Agenda Sheet for City Council Meeting of:
07/17/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 6/29/2023 |
| Clerk's File # | OPR 2023-0683 |
| Renews # | |
| Cross Ref # | OPR 2020-0414 |
| Project # | |
| Bid # | |
| Requisition # | VB |

| | |
|---------------------------|---|
| Submitting Dept | STREETS |
| Contact Name/Phone | CLINT HARRIS 625-7744 |
| Contact E-Mail | CEHARRIS@SPOKANECITY.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | 1100 - STREET DEPARTMENT SA PREMIER VALUE BLANKET |

Agenda Wording

The Street Department is requesting a Value Blanket for the purchase of SA Premier Crack Sealant from Special Asphalt Products Inc. at a cost not to exceed \$125k.

Summary (Background)

Crack sealing work using SA Premier sealant extends the life of city roadways, greatly reducing the impact of freeze/thaw cycles on surface conditions and structural longevity. This blanket's pricing is based upon the pricing found on state contract #07121. Funding for this will be through the Street Dept. Budget

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | |
|---------|---------------|
| Expense | \$ 125,000.00 |
| Select | \$ |
| Select | \$ |
| Select | \$ |

Budget Account

| | |
|---|------------------------------|
| # | 1100-21700-42300-53210-99999 |
| # | |
| # | |
| # | |

Approvals

| | |
|--------------------------|-------------------------|
| Dept Head | HARRIS, CLINT E. |
| Division Director | FEIST, MARLENE |
| Finance | ORLOB, KIMBERLY |
| Legal | HARRINGTON, MARGARET |
| For the Mayor | SMITHSON, LYNDEN |

Council Notifications

| | |
|----------------------------|--------------|
| Study Session\Other | PIES 6/26/23 |
| Council Sponsor | Kinnear |

Distribution List

| |
|----------------------------------|
| ceharris@spokancity.org |
| jwthomas@spokanecity.org |
| jdykes@spokanecity.org |
| tbrazington@spokanecity.org |
| tprince@spokanecity.org |
| jklapp@spokanecity.org |
| streetaccounting@spokanecity.org |

Additional Approvals

Purchasing

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|--|
| Submitting Department | Streets |
| Contact Name | Clint Harris |
| Contact Email & Phone | ceharris@spokanecity.org 509-625-7744 |
| Council Sponsor(s) | Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 1100 – SA Premier Value Blanket Renewal |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p><i>The Street Department is requesting to renew a Value Blanket contract for the purchase of SA Premier Crack Sealant from Specialty Asphalt at a cost not to exceed \$125k.</i></p> <ul style="list-style-type: none"> Crack sealing work using SA Premier sealant extends the life of city roadways, greatly reducing the impact of freeze/thaw cycles on surface conditions and structural longevity This blanket's pricing is based upon the pricing found on state contract #07121 Funding for this will be through the Street Dept. Budget |
| Proposed Council Action | Consent approval for value blanket renewal, PIES 6/26/2023 |
| Fiscal Impact Total Cost: <u>125k</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | |



Agenda Sheet for City Council Meeting of:
07/17/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 6/26/2023 |
| Clerk's File # | OPR 2023-0684 |
| Renews # | |

| | | | |
|---------------------------|--|----------------------|---------|
| Submitting Dept | FACILITIES MANAGEMENT | Cross Ref # | |
| Contact Name/Phone | DAVE STEELE 625-6064 | Project # | |
| Contact E-Mail | DSTEELE@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | CR25133 |
| Agenda Item Name | 5900 FACILITIES EMERGENCY PARKING LOT REPAIR -NORTH PRECINCT | | |

Agenda Wording

A sinkhole was discovered in the main driveway approach to the north police precinct.

Summary (Background)

This hole opened as a City of Spokane vehicle was entering the site and was immediately recognized as a significant hazard. The initial inspection showed a 5' deep by 5' wide hole under the asphalt, with obvious original demolition debris in and around the bottom and sides. Arrow Concrete was contacted to provide an emergency repair bid and begin work to repair the hazard as they were found to be responsive from the bid to do asphalt repair.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$57,625.24

Select \$

Select \$

Select \$

Budget Account

5900-71300-18300-54802-68205

#

#

#

Approvals

Dept Head TEAL, JEFFREY

Division Director WALLACE, TONYA

Finance BUSTOS, KIM

Legal HARRINGTON, MARGARET

For the Mayor SMITHSON, LYNDEN

Council Notifications

Study Session\Other 6/26/2023 PIES

Council Sponsor CM KINNEAR

Distribution List

klong@spokanecity.org

kbustos@spokanecity.org

hhaws@spokanecity.org

Additional Approvals

Purchasing

| | |
|--|--|
| | |
| | |
| | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|---|
| Submitting Department | Facilities |
| Contact Name | Dave Steele |
| Contact Email & Phone | 509-625-6064 |
| Council Sponsor(s) | Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Emergency Parking Lot Repair – North Police Precinct |
| Summary (Background) *Use the Fiscal Impact box below for relevant financial information | A sinkhole was discovered in the main driveway approach to the north police precinct. This hole opened as a City of Spokane vehicle was entering the site and was immediately recognized as a significant hazard. The initial inspection showed a 5’ deep, 5’ wide hole under the asphalt, with obvious original demolition debris in and around the bottom and sides. Arrow Concrete was contacted to provide an emergency repair bid and begin work to repair the hazard. |
| Proposed Council Action | Contract approval |
| Fiscal Impact | |
| Total Expense: <u>\$52,867.19</u> plus applicable tax | |
| Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Specify funding source: 5900-71300-18300-54802-99999 | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance. | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| NA – This work focuses on providing an emergency repair to the Hillyard Police Precinct which serves the greater Northeast District. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| NA – This work focuses on providing an emergency repair to the Hillyard Police Precinct which serves the greater Northeast District. | |

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

NA – This work focuses on providing an emergency repair to the Hillyard Police Precinct which serves the greater Northeast District.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

NA – This emergency work focuses on providing a necessary repair to the Hillyard Police Precinct which serves the greater Northeast District.



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **SINK HOLE REPAIR**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ARROW CONCRETE & ASPHALT SPECIALTIES**, whose address is PO Box 11133, Spokane, Washington 99211 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to Repair Sink Hole in Northeast Precinct Parking Lot; and

WHEREAS, this work is being completed pursuant to the Emergency Justification Process.

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.

This Contract shall begin on May 5, 2023 and shall end on May 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Contract is described in the Contractor’ Proposal No. 2023-J-262/2, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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

3. COMPENSATION / PAYMENT.

Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **FIFTY-TWO THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 19/100 DOLLARS (\$52,867.19)**, not including applicable 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 2 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 City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the City Clerk’s File 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.

4. 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 at the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

5. 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.

6. 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.

7. RETAINAGE IN LIEU OF BOND.

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

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.

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. 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.

14. 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 Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- i. Acceptable **supplementary Umbrella insurance** coverage combined with Contractors 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
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for 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.

15. 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).

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

**ARROW CONCRETE & ASPHALT
SPECIALTIES**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor' Proposal No. 2023-J-262/2

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 style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print) |
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature |
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print) |



EXHIBIT B
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 (_____), 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.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** 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.*

EXHIBIT C



Exhibit C

9915 E Trent Ave
P.O. Box 11133
Spokane, Washington 99211-1133
Office Direct (509) 934-1603
Fax (509) 922-9879
jeffh@asphaltsupply.net

May 8, 2023

Proposal#: 2023-J-262/2

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Ph: 509-625-6064

Email: dsteele@spokanecity.org

ATTN: David Steele
RE: Hillyard Precinct
LOCATION: 5124 N Market Street
Spokane, WA 99217

Following is our proposal for pavement maintenance requested at the above referenced location. Includes labor, material and equipment needed to complete the work (unless noted otherwise):

Asphalt Repair (180 sq. ft.) \$13,161.60

Bid includes repair deteriorated asphalt and sink hole. Includes additional 180 square feet of full 60" excavation, haul off, and material to base bake area properly. This additional footage is based on the Unit Cost breakdown below for this additional area.

TOTAL \$13,161.60 + Tax

Unit Breakdown for Change Orders:

Asphalt Removal = \$1.81 per square foot
60" Excavation & Haul Off = \$37.11 per square foot
6" Excavation & haul Off = \$3.97 per foot
60" Base Back = \$36.01 per square foot
6" Base Back w/ Geo Grid Install = \$4.56 per square foot
3" Paving = \$7.39 per square foot

All pricing includes Prevailing Wage, Intent, Affidavit, & Locates

- Pricing subject to review after thirty (30) days from bid date. Any work remaining for the **2024** season is subject to additional billing for increased cost.
- Any applicable sales tax will be charged at the time of invoicing. Reseller permit is required to be on file with Arrow Concrete & Asphalt Specialties, LLC. (ACAS) if non-taxable. Expired or unavailable reseller permits will result in applicable sales tax being applied.
- One (1) mobilization will be included for each portion of work quoted above, unless note otherwise. Additional mobilizations will be charged at \$250.00 each in the event the customer schedules work and the jobsite(s) are unready for scheduled services to be performed by ACAS crew members. Site must be cleared of any objects that would impede completion of the scheduled work (i.e., cars, dumpsters, etc.).
- Paving/Excavation: If unsuitable materials are discovered during paving/excavation (utilities, soft soils, debris, waste, pumping subgrade, etc.), additional charges may apply. A signed change order will be required before ACAS will move forward with the repair.

Please contact us with any questions. If you wish to accept our proposal, please sign where indicated below and return a copy to our office. We look forward to hearing from you soon.

Respectfully submitted,

Jeff Hohenthal

Estimator

Arrow Concrete & Asphalt Specialties, LLC., Contractor Reg. # ARROWCA054NP

Approved By: _____ Date: _____

Bill to Address Correct? Yes No (Provide Corrections Below)

Correct Billing Address: _____

Jobsite Address Correct? Yes No (Provide Corrections Below)

Correct Jobsite Address: _____

Taxable? Yes No (Please Enclose Reseller Permit)

Please send invoice via: Email Mail



9915 E Trent Ave
P.O. Box 11133
Spokane, Washington 99211-1133
Office Direct (509) 934-1603
Fax (509) 922-9879
jeffh@asphaltsupply.net

May 3, 2023

Proposal#: 2023-J-262/2

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Ph: 509-625-6064 Email: dsteele@spokanecity.org

ATTN: David Steele
RE: Hillyard Precinct
LOCATION: 5124 N Market Street
Spokane, WA 99217

Following is our proposal for pavement maintenance requested at the above referenced location. Includes labor, material and equipment needed to complete the work (unless noted otherwise):

Asphalt Repair (1,470 sq. ft.) \$39,705.59

Bid includes repair deteriorated asphalt and sink hole. Includes saw cut, remove, haul off, and dump 1,470 sq. ft. of asphalt as shown on map and in pictures. Excavate to bottom of 5' sink hole in a 12 x 12 area around main hole and haul material off. Excavate to 6" depth in other areas and haul off. Build sink hole area back up with base material in lifts while compacting each lift to a depth of 9" below final grade. Install BX1200 geo grid over entire area. Then install final 6" of crushed rock over area. Final grade and compact for drainage to swale. Tac edges, then pave back with 3" of compacted hot asphalt mix.

TOTAL \$39,705.59 + Tax

Unit Breakdown for Change Orders:

Asphalt Removal = \$1.81 per square foot
60" Excavation & Haul Off = \$37.11 per square foot
6" Excavation & haul Off = \$3.97 per foot
60" Base Back = \$36.01 per square foot
6" Base Back w/ Geo Grid Install = \$4.56 per square foot
3" Paving = \$7.39 per square foot

All pricing includes Prevailing Wage, Intent, Affidavit, & Locates

- Pricing subject to review after thirty (30) days from bid date. Any work remaining for the **2024** season is subject to additional billing for increased cost.
- Any applicable sales tax will be charged at the time of invoicing. Reseller permit is required to be on file with Arrow Concrete & Asphalt Specialties, LLC. (ACAS) if non-taxable. Expired or unavailable reseller permits will result in applicable sales tax being applied.
- One (1) mobilization will be included for each portion of work quoted above, unless note otherwise. Additional mobilizations will be charged at \$250.00 each in the event the customer schedules work and the jobsite(s) are unready for scheduled services to be performed by ACAS crew members. Site must be cleared of any objects that would impede completion of the scheduled work (i.e., cars, dumpsters, etc.).
- Paving/Excavation: If unsuitable materials are discovered during paving/excavation (utilities, soft soils, debris, waste, pumping subgrade, etc.), additional charges may apply. A signed change order will be required before ACAS will move forward with the repair.

Please contact us with any questions. If you wish to accept our proposal, please sign where indicated below and return a copy to our office. We look forward to hearing from you soon.

Respectfully submitted,



Jeff Hohenthal
Estimator

Arrow Concrete & Asphalt Specialties, LLC., Contractor Reg. # ARROWCA054NP

Approved By: _____ Date: _____

Bill to Address Correct? Yes No (Provide Corrections Below)

Correct Billing Address: _____

Jobsite Address Correct? Yes No (Provide Corrections Below)

Correct Jobsite Address: _____

Taxable? Yes No (Please Enclose Reseller Permit)

Please send invoice via: Email Mail



**EMERGENCY NONCOMPETITIVE PROCUREMENT
JUSTIFICATION FORM**

**CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201**

Description of Product/Service: Repair deteriorated asphalt and sink hole

Requisition Number: _____

Estimated amount of this purchase: \$ 52,867.19 plus tax

Contract Period: 05/03/2023 - 07/31/2023

Department: Facilities Contact Person: Dave Steele Phone: 625-6064

Due Date: 05/03/2023 Work must be completed by: 07/31/2023

Date Material/Equipment/Supplies must be delivered by: _____
North Police Precinct 5124 N. Market St, Spokane WA 99217

Location: _____
05/03/2023

Date Service must begin by: _____

Please provide the following information in order to document justification of an emergency noncompetitive procurement.

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

The item is available only from a single source

The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal

After solicitation of a number of sources, competition is determined inadequate

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

Bid includes repair deteriorated asphalt and sink hole. Includes saw cut, remove, haul off, and dump 1,470 sq. ft. of asphalt as shown on map and in pictures. Excavate to bottom of 5' sink hole in a 18 x 18 area around main hole and haul material off.

Excavate to 6" depth in other areas and haul off. Build sink hole area back up with base material in lifts while compacting each lift to a depth of 0" below final grade.

3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).

The sink hole is in the driveway approach parking lot of the NE Police Precinct causing a safety concern for City employees and the public. If the hole isn't repaired quickly, the size of hole could increase costing additional money.

4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

The need to fix the sink hole is immediate. Issue has been identified and work can begin immediately by the contractor.

5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).

Arrow has just been awarded a parking lot repair contract under PW ITB 5864-23, so they are considered a lowest cost vendor.

The need to complete the work doesn't allow for the scoping, invitation to bid, walk through, and bid submittal time frame of 3 weeks. The contract request and routing is at least another week.

6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

No conflicts have arisen in the past with Arrow for other City of Spokane Facilities Department contracts.

Requested Vendor: Arrow
Concrete

PO Box 11133 Spokane WA 99211

Vendor's Address: _____

Jeff Honenthal

509-922-9879

Vendor Contact: _____ Phone: _____

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

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

Jeff Teal

Signature of Requestor
(Must be an authorized Department Buyer)

Date

Jeff Teal

Signature of Department Head or Designee

Date

Jason Neumanicky

Jason Neumanicky (May 17, 2023 08:53 PDT)

Approval by Purchasing (Over \$50,000)

5/17/23

Date

Approval by Grants Management
(Required for grant funded purchases)

Date

2023 Arrow Concrete North Precinct Noncompetitive Emergency

Final Audit Report

2023-05-16

| | |
|-----------------|--|
| Created: | 2023-05-16 |
| By: | Kelly Long (klong@spokanecity.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA6mxq8R2Jv5890e0vVUJA0xv-sMv0bf2v |

"2023 Arrow Concrete North Precinct Noncompetitive Emergency" History

-  Document created by Kelly Long (klong@spokanecity.org)
2023-05-16 - 7:35:11 PM GMT
-  Document emailed to Jeff Teal (jteal@spokanecity.org) for signature
2023-05-16 - 7:35:36 PM GMT
-  Email viewed by Jeff Teal (jteal@spokanecity.org)
2023-05-16 - 7:37:03 PM GMT
-  Document e-signed by Jeff Teal (jteal@spokanecity.org)
Signature Date: 2023-05-16 - 7:37:25 PM GMT - Time Source: server
-  Agreement completed.
2023-05-16 - 7:37:25 PM GMT



Adobe Acrobat Sign

2023 Arrow North Precinct Emergency Justification

Final Audit Report

2023-05-17

| | |
|-----------------|--|
| Created: | 2023-05-17 |
| By: | Kelly Long (klong@spokanecity.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAaAwAk-EHePxayt3cY1wGym2_eyVK5YYPY2B |

"2023 Arrow North Precinct Emergency Justification" History

-  Document created by Kelly Long (klong@spokanecity.org)
2023-05-17 - 3:11:33 PM GMT
-  Document emailed to Jason Nechanicky (jnechanicky@spokanecity.org) for signature
2023-05-17 - 3:11:54 PM GMT
-  Email viewed by Jason Nechanicky (jnechanicky@spokanecity.org)
2023-05-17 - 3:52:39 PM GMT
-  Document e-signed by Jason Nechanicky (jnechanicky@spokanecity.org)
Signature Date: 2023-05-17 - 3:53:05 PM GMT - Time Source: server
-  Agreement completed.
2023-05-17 - 3:53:05 PM GMT



< Business Lookup

License Information:

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

Entity name: ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC
Business name: ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.
Entity type: Limited Liability Company
UBI #: 601-619-703
Business ID: 001
Location ID: 0001
Location: Active

Location address: 12301 E EMPIRE AVE
SPOKANE VALLEY WA 99216-1231

Mailing address: PO BOX 11133
SPOKANE VALLEY WA 99211-1133

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|--|--------------|-------|---------|--------|-----------------|---------------------|
| Deer Park General Business - Non-Resident | | | | Active | Apr-30-2024 | May-09-2017 |
| Kennewick General Business - Non-Resident | | | | Active | Aug-31-2023 | Aug-17-2022 |
| Liberty Lake General Business - Non-Resident | | | | Active | Apr-30-2024 | Aug-16-2021 |
| Millwood General Business | | | | Active | Apr-30-2024 | Oct-14-2019 |
| Minor Work Permit | | | | Active | Apr-30-2024 | Jul-01-2004 |
| Spokane General Business - Non-Resident | T12011346BUS | | | Active | Apr-30-2024 | Oct-15-2012 |
| Spokane Valley General Business | | | | Active | Apr-30-2024 | Apr-24-2009 |

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

| Governing people | Title |
|------------------|-------|
|------------------|-------|

Governing people

Title

ARROW CONSTRUCTION HOLDINGS LLC

Registered Trade Names

Registered trade names

Status

First issued

ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.

Active

Feb-07-2023

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/26/2023 3:11:06 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



Agenda Sheet for City Council Meeting of:
07/17/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 6/23/2023 |
| Clerk's File # | OPR 2023-0685 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--------------------------|
| Submitting Dept | POLICE |
| Contact Name/Phone | MIKE MCNAB 835-4514 |
| Contact E-Mail | MMCNAB@SPOKANEPOLICE.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 1620-FY23-25 WATPA GRANT |

Agenda Wording

Acceptance of funding from the Washington Association of Sheriffs and Police Chiefs for the Washington Auto Theft Prevention program (WATPA). Award amount is \$294,191 with grant period July 1, 2023 through June 30, 2025.

Summary (Background)

The Spokane Police Department continues to be awarded state grant funding to be used to fund one Police Detective position to focus on auto theft enforcement and prevention throughout the City of Spokane.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

| | |
|---------|------------|
| Revenue | \$ 294,191 |
| Expense | \$ 294,191 |
| Select | \$ |
| Select | \$ |

Budget Account

| | |
|---|------------------------|
| # | 1620-91810-99999-33469 |
| # | 1620-91810-21250-09050 |
| # | |
| # | |

Approvals

| | |
|--------------------------|------------------|
| Dept Head | LUNDGREN, JUSTIN |
| Division Director | LUNDGREN, JUSTIN |
| Finance | SCHMITT, KEVIN |
| Legal | PICCOLO, MIKE |
| For the Mayor | PERKINS, JOHNNIE |

Council Notifications

| | |
|----------------------------|-------------------|
| Study Session\Other | Finance 3/20/2023 |
| Council Sponsor | CM Stratton |
| Distribution List | |
| | spdfinance |
| | mmcnab |

Additional Approvals

| | |
|----------------------------|------------------|
| Purchasing | |
| ACCOUNTING - GRANTS | MURRAY, MICHELLE |
| | |
| | |

WASHINGTON AUTO THEFT PREVENTION AUTHORITY

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
3060 Willamette Drive NE, Suite 101 ~ Lacey, WA 98516 ~ Phone: (360) 292-7900 ~ Fax: (360) 292-7269
Website: www.WaAutoTheftPreventionAuthority.org

“preventing and reducing motor vehicle thefts in the State of Washington.”

June 21, 2023

Chief Craig Meidl
Spokane Police Department
1100 W Mallon
Spokane, WA 99260

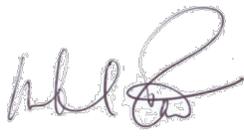
Dear Chief Meidl:

I am pleased to inform you that Washington Auto Theft Prevention Authority (WATPA) Board of Directors has approved the **Spokane Police Department** grant application for funding of one police detective. The award is in the amount of \$294,191.00. The grant award is effective **July 1, 2023 and expires on June 30, 2025**. This award is a one-time event and does not imply or promise availability of funds for replacement or continuation of funding after June 30, 2025. Further, it is the responsibility of the grant recipient to explore and confirm all potential legal ramifications when employing WATPA funded equipment or assets.

Enclosed is an award agreement. This agreement is to be signed and returned to WATPA. Expenditures prior to the award effective date or after the grant expiration date are not authorized and will not be reimbursed. All grant awards are subject to [Grant Policies and Procedures](#) of the Washington Auto Theft Prevention Authority. Costs will be paid on a reimbursement basis. Your agency will be reimbursed for actual expenses only up to the limit of the award categories. All grantees must sign the attached non-supplanting agreement before reimbursement can begin. Also, please note that reimbursement requests by grant recipients will only be processed upon receipt of current semi-annual reports, due on June 15 and December 15 each year, by the WATPA office. The semi-annual report form is available on the WATPA website, www.WaAutoTheftPreventionAuthority.org

If you have any questions, please contact me at 360-292-7959 or via e-mail at mpainter@waspc.org.

Sincerely,



Michael Painter, Executive Director
Washington Auto Theft Prevention Authority

Washington Auto Theft Prevention Authority

JOHN BATISTE
Chief – WA State Patrol

JAMES SKOGMAN
Insurance Industry

JOHN GESE
Sheriff-Kitsap County

CHRIS GUERRERO
Chief—Kennewick PD

DARREN WALLACE
Sheriff-Grays Harbor County

JOHN MARTIN
General Public

STEVE STRACHAN
Executive Director - WASPC

MIKE PAINTER
Executive Director - WATPA

PETE FISHER
Chief – Fife PD

VACANT
Automobile Industry

**AGREEMENT BETWEEN SPOKANE POLICE DEPARTMENT AND THE
WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

AUTO THEFT PREVENTION GRANT PROGRAM AWARD AGREEMENT

Award Recipient Name and Address:
**Spokane Police Department
1100 W Mallon
Spokane , WA 99260**

Award Period:
07/01/23 - 06/30/25
Amount Approved
\$294,191.00

Requests for reimbursement under this agreement are subject to the following Budget:

| | |
|-----------------------|----------------------|
| PERSONNEL | \$213,037.00 |
| EMPLOYEE BENEFITS | \$ 81,154.00 |
| OVERTIME | \$ - |
| CONSULTANTS/CONTRACTS | \$ - |
| TRAVEL/TRAINING | \$ - |
| OTHER EXPENSES | \$ - |
| PUBLIC OUTREACH | \$ - |
| EQUIPMENT/TECH | \$ - |
| PROSECUTION | \$ - |
| Total: | \$ 294,191.00 |

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: Agreement Specific Terms and Conditions, and Agreement General Terms and Conditions.

WATPA

RECIPIENT

Name/ Michael Painter,
Title: WATPA, Executive Director

Name/
Title:

Date: 6/21/2023

Date:

WATPA

Non-supplanting Declaration

Supplanting

WATPA funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose (RCW 46.66.080 (5)). Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, reimbursement and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-WATPA resources occurred for reasons other than the receipt or expected receipt of WATPA funds.

The _____ (Applicant Agency) certifies that any funds awarded through **WATPA** shall be used to supplement existing funds for program activities and will not replace (supplant) non-WATPA funds that have been appropriated for the purposes and goals of the grant.

The _____ (Applicant Agency Chief or designee) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from **WATPA** grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: _____

Signature: _____ Date: _____

Committee Agenda Sheet

Select Committee Name

| | |
|---|---|
| Submitting Department | Spokane Police Department |
| Contact Name | Mike McNab-835-4514 |
| Contact Email & Phone | mmcnab@spokanepolice.org |
| Council Sponsor(s) | Councilmember Stratton |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A |
| Agenda Item Name | Grant application approval for FY2023-2025 Washington Auto Theft Prevention Authority Program (WATPA). |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | For several years, the Spokane Police Department has participated in and received grant funding for one FTE from the Washington Association of Sheriffs and Police Chief's Auto Theft Prevention Authority (WATPA). SPD would like to re-apply for this grant funding. If awarded, this grant would fund one full time detective position to focus on auto theft enforcement and prevention in the City of Spokane. The grant period runs from July 1, 2023, through June 30, 2025. Applications are due April 1, 2023. |
| Proposed Council Action | March 13 , 2023 |
| Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| <u>N/A</u> | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| Monthly reporting on SPD's activity is collected and presented to the state. This information is ultimately provided to state law makers used in their decision to continue funding the program. | |

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Vehicle theft enforcement aligns with two goals from the Police Department's 2022- 2023 Strategic Plan Including:

- **Help create a safer, healthier, and more supportive environment for all residents and visitors**
- **Combat crime by using innovative policing practices and technology.**



Agenda Sheet for City Council Meeting of:
07/17/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 6/29/2023 |
| Clerk's File # | OPR 2023-0686 |
| Renews # | |

| | | | |
|---------------------------|--|----------------------|--------------|
| Submitting Dept | SOLID WASTE DISPOSAL | Cross Ref # | |
| Contact Name/Phone | DAVID PAINE 625-6878 | Project # | |
| Contact E-Mail | DPAINE@SPOKANECITY.ORG | Bid # | IPWQ 5891-23 |
| Agenda Item Type | Contract Item | Requisition # | CR 25147 |
| Agenda Item Name | 4490 CONVEYOR BELT PURCHASE AND INSTALLATION | | |

Agenda Wording

Two year contract with Applied Industrial Technologies (Spokane, WA) for the as-needed purchase and installation of conveyor belts at the WTE from July 1, 2023 through June 30, 2025 with a cost not to exceed \$210,000.00 plus tax.

Summary (Background)

The WTE operates continuously throughout the year incinerating refuse. The refuse and resulting ash are transported in the facility by conveyor. In the event of a conveyor belt failure, a replacement needs to be readily available. On May 17, 2023 bidding closed on IPWQ 5891-23 for the as-needed purchase and installation of these conveyor belts and Applied Industrial Technologies was the only respondent. The initial two year contract will have the option of two additional one-year renewals.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

| | | |
|---------|---------------|-----------|
| Expense | \$ 135,000.00 | 2023-2024 |
| Expense | \$ 75,000.00 | 2024-2025 |
| Select | \$ | |
| Select | \$ | |

Budget Account

| | |
|---|------------------------------|
| # | 4490-44100-37148-54803-34002 |
| # | 4490-44100-37148-54803-34002 |
| # | |
| # | |

Approvals

| | |
|--------------------------|-------------------------|
| Dept Head | AVERYT, CHRIS |
| Division Director | MILLER, KATHERINE E |
| Finance | ALBIN-MOORE, ANGELA |
| Legal | HARRINGTON, MARGARET |
| For the Mayor | SMITHSON, LYNDEN |

Council Notifications

| | |
|----------------------------|-------------------------|
| Study Session\Other | PIES 6/26/23 |
| Council Sponsor | CM's Kinnear and Bingle |

Distribution List

| |
|---|
| mdorgan@spokanecity.org |
| jsalstrom@spokanecity.org |
| tprince@spokanecity.org |
| rrinderle@spokanecity.org |
| DocuSign: Jason Vasquez, VP of Sales, jvasquez@applied.com |

Additional Approvals

| | |
|-------------------|-------------------|
| Purchasing | NECHANICKY, JASON |
| | |
| | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|---|
| Submitting Department | Solid Waste Disposal |
| Contact Name | David Paine |
| Contact Email & Phone | dpaine@spokanecity.org , 509-625-6878 |
| Council Sponsor(s) | CM's Kinnear and Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Contract for the as-needed purchase and installation of conveyor feed belts at the Waste to Energy Facility. |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The Waste to Energy Facility operates continuously throughout the year incinerating refuse. The refuse and resulting ash is carried throughout the facility utilizing conveyors. In the event of a conveyor belt failure, there needs to be an immediate response to repair or replace the belt to minimize down time. Unfortunately, there are very long lead times for the purchase of replacement belts, so they need to be purchased and available prior to a failure.</p> <p>On May 17, 2023 bidding closed on IPWQ 5891-23 for the as-needed purchase and installation of these conveyor belts and Applied Industrial Technologies, of Spokane, WA was the only respondent. The initial contract award will be for two years, with the option of two (1) one-year renewals, from July 1, 2023, through June 30, 2025. The anticipated two-year expense should not to exceed \$210,000.00 plus tax.</p> |
| Proposed Council Action | Approval of contract award |
| Fiscal Impact | |
| Total Cost: 2023-\$135,000.00 2024-\$75,000.00 \$210,000.00 plus tax total | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring | |
| Specify funding source: 4490 Solid Waste Disposal Budget | |
| Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |

The contractor is governed by WA L&I.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The COS Procurement Policies regulate and safeguard this process.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



City of Spokane
PREVENTATIVE MAINTENANCE AGREEMENT
Title: CONVEYOR BELT SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **APPLIED INDUSTRIAL TECHNOLOGIES, INC.**, whose address is 301 North Fancher Road, Spokane, Washington, 99212 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is to provide Conveyor Belt Purchase, Installation and Repair, As Needed at the Waste to Energy Facility; and

WHEREAS, the Contractor was selected from an IPWQ 5891-23 issued by the City.

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 July 1, 2023, and ends on June 30, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods.

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 **Attachment C**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$210,000.00)** excluding tax, 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 Spokane Solid Waste Disposal, Office Manager, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the City Clerk's File 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. 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. PREVENTATIVE MAINTENANCE.

The following Preventative 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. 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 one (1) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense,

all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

APPLIED INDUSTRIAL TECHNOLOGIES, INC. CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Debarment Certification

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C – Contractor’s Response to IPWQ dated May 5, 2023

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.

| | |
|--|-------------------------------------|
| <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) |



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 (_____), 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.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** 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.*

ATTACHMENT C

Bid Response Summary

Bid Number IPWQ 5891-23
Bid Title CONVEYOR BELTS: PURCHASE, INSTALLATION, and REPAIR, AS-NEEDED - PW Maint On Call Scheduled and Unscheduled
Due Date Wednesday, May 17, 2023 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company jturningrobe@applied.com
Submitted By jturningrobe@applied.com jturningrobe@applied.com - Tuesday, May 16, 2023 2:56:32 PM [(UTC-08:00) Pacific Time (US & Canada)]
 jturningrobe@applied.com

Comments**Question Responses**

| Group | Reference Number | Question | Response |
|--------------------|-----------------------------|---|-------------------------|
| Default Item Group | | | |
| | BACKGROUND | Bidder Acknowledges: The Waste to Energy Facility (WTEF) operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels. | I acknowledge and agree |
| | BACKGROUND | The WTEF utilizes two Babcock and Wilcox refuse fired boiler units each operating at 850 psig 825 F producing up to 114000 lbs/hr of steam per hour. The flue gas flows up from the furnace and thru a 33 pendant wide 20 tube deep super heater before entering a long flow generating bank. From the generator the flue gas flows thru a two unit Kentube horizontal tube economizer. Upon exiting the economizer the gas then flows down thru a seven story high spray dyer absorber before entering the fabric filter bag houses. | I acknowledge and agree |
| | BACKGROUND | The Conveyors Belts are instrumental in the operation of the WTEF. Delivery(s) shall be capable of being made immediately as requested by WTEF, 24 hours a day, 7 days a week, 365 days a year, any time during any calendar day, no exceptions, as the WTEF operates 24 hours a day, 7 days a week, 365 days a year. | I acknowledge and agree |
| | CONTRACTOR'S REPRESENTATION | The Contractor by making its Quote represents that it has read and understands the specifications. | I acknowledge and agree |
| | QUALIFICATION | Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City. | I acknowledge and agree |

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| AWARD OF CONTRACT | Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates and most favorable service. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bid will begin around June 15, 2023 and run through June 14, 2025. | I acknowledge and agree |
| CONTRACT RENEWALS | Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for up to two (2) one-year options with the total contract period not to exceed four (4) years . | I acknowledge and agree |
| 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. | I acknowledge and agree |
| GUARANTEE | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. 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 the contractor's sole expense. This guarantee shall not apply to work which has been abused or neglected by the City. | I do not acknowledge and agree |
| INVOICING | Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2022-XXXX and approved Intent to Pay Prevailing Wage Number. • 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. Invoices shall be emailed to mdorgan@spokanecity.org or mailed to Spokane Solid Waste Disposal, Attn: Office Manager, 2900 S Geiger Blvd, Spokane WA 99224. | I acknowledge and agree |
| 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. | I do not acknowledge and agree |
| REJECTION OF QUOTES | The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown. | I do not acknowledge and agree |
| CONTRACTOR REGISTRATION | The Contractor shall be a Washington State registered or licensed contractor at time of Quote submittal. | I acknowledge and agree |

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| 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 \$10,000 for each and every day the Work remains uncompleted. | I do not acknowledge and agree |
| COMPLETION TIME | Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor. | I do not acknowledge and agree |
| CONTRACTOR CONTACT INFORMATION | Please indicate Name, Telephone Number and E-Mail address for the person submitting this Quote response. | Jason Turningrobe, 509-951-3535, jturningrobe@applied.com |
| CONTRACTOR CONTACT INFORMATION | Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City. | Jason Vasquez, jvasquez@applied.com |
| INSURANCE | During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): | I acknowledge and agree |
| a. | Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00; | I acknowledge and agree |
| 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 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 contract; and | I acknowledge and agree |
| b.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; | I acknowledge and agree |
| 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 | I acknowledge and agree |
| d. | Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$300,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. | I acknowledge and agree |

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| INSURANCE | 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. | I acknowledge and agree |
| PROPRIETARY INFORMATION/PUBLIC DISCLOSURE | All materials submitted to the City in response to this competitive procurement shall become the property of the City. | I acknowledge and agree |
| 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. | I acknowledge and agree |
| 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. | I acknowledge and agree |
| 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. | I acknowledge and agree |
| Polychlorinated Biphenyls (PCBs) | 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)? | No |
| Polychlorinated Biphenyls (PCBs) | If so, were PCBs found at a measurable level? | Don't Know |
| Polychlorinated Biphenyls (PCBs) | If so, attach the results or note from whom the results can be obtained. | |
| Polychlorinated Biphenyls (PCBs) | Do you have reason to believe the product contains measurable levels of PCBs? | No |
| Polychlorinated Biphenyls (PCBs) | Do you have reason to believe the product packaging contains measurable levels of PCBs? | No |

| SUBMISSION OF BIDS | | |
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| 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. | I acknowledge and agree |
| 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. | I acknowledge and agree |
| 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. | I acknowledge and agree |
| PUBLIC WORKS REQUIREMENTS | | |
| A. | The work under this contract is classified as routine maintenance under state law. | I acknowledge and agree |
| 1. | A payment/performance bond is NOT required | I acknowledge and agree |
| 2. | Statutory retainage is NOT required | I acknowledge and agree |
| 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). | I acknowledge and agree |

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| 2. | <p>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.</p> | I acknowledge and agree |
| 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. | I acknowledge and agree |
| D. | Statement of Intent | Yes |
| 1. | <p>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).</p> | I acknowledge and agree |
| E. | Filing Fees | Yes |

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| 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. | I acknowledge and agree |
| 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 - Indicate whether you are exempt, have taken the training or have not taken the training. | have not taken training |
| G. | Prevailing Wages Multi-Year Contracts and Extensions | Yes |
| 1. | For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620 | I acknowledge and agree |
| GENERAL CONDITIONS | | |
| #1 | Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab. | I acknowledge and agree |
| GENERAL REQUIREMENTS | | |
| 1. | SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work. | I acknowledge and agree |
| 1.1 | Scope of Service: Provide Conveyor Belt(s). | I acknowledge and agree |
| 1.2 | Scope of Service: Provide Conveyor Belt Repair(s) Services On Site At WTEF. | I acknowledge and agree |
| 1.3 | Scope of Service: Provide Conveyor Belt Change Out Services. | I acknowledge and agree |
| GENERAL INSTRUCTIONS | | |
| 1. | The items to be furnished by the Bidder on this Quote must be of the latest possible design and production. | I acknowledge and agree |
| 2. | Time is of the essence in the performance of this contract. | I acknowledge and agree |
| 3. | Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product. | I acknowledge and agree |

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| 4. | The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City. | I acknowledge and agree |
| 5. | The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City. | I acknowledge and agree |
| 6. | The City of Spokane reserves the right to request samples of the quote items, before award, and to have the final say. If requested vendor must provide sample bag within two weeks upon request. | I acknowledge and agree |
| SPECIAL INSTRUCTIONS | | |
| PRICE ESCALATION/DE-ESCALATION - CONVEYOR BELT(S) | Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. | I acknowledge and agree |
| 1. | Price increases will not be considered before the end of the first term of the Contract, 6/15/2023 – 6/15/2024. | I acknowledge and agree |
| 2. | Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. | I acknowledge and agree |
| 3. | A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date. | I acknowledge and agree |
| 4. | An approved price increase will become effective after the approval of the increase. | I acknowledge and agree |
| 5. | Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive. | I acknowledge and agree |
| 6 | Retroactive price increase adjustments will not be considered. | I acknowledge and agree |
| 7. | Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause. | I acknowledge and agree |
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8.

After the end of Contract period resulting from Bid IPWQ 5891-23 to include any exercised options; (implied the base two-year period of 6/15/2023 – 6/14/2025, and the two (2) one-year options (6/15/2025–6/14/2026 and 6/15/2026–6/14/2027), the City would at the time be responsible for purchasing belts on hands by Contractor, not to exceed: two Grizzly Feed Conveyor Belts, one Fly Ash Transfer Conveyor Belt, and, two Fly Ash Collecting Conveyor Belts, unless any of the following would apply based on mutual agreement between City and Contractor: (1) The City were to issue a new bid for next four years 6/15/2027 through 6/14/2031, comprised of base period and options, and “the-awarded-Contractor-of-IPWQ 5891-23” was to provide a bid response in regards to bid that would be issued to cover the next four years, 6/15/2027 through 6/14/2031, “and” if Contractor was selected for the period of 6/15/2027 through 6/14/2031, the Contractor would still own and store belts, at its cost, until WTEF request delivery and takes possession of belt(s), at which time vendor would invoice for delivered belt(s). (2) If the City were to bid issue a new bid for next four years, 6/15/2027 through 6/14/2031, comprised of base period and options, and “the-awarded-Contractor-of-IPWQ 5891-23” was “not” to provide a bid response in regards to bid that would be issued to cover the next four years, 6/15/2027 through 6/15/2031, the City would at the time be responsible for purchasing belts on hands by Contractor, not to exceed two Grizzly Feed Conveyor Belts, one Fly Ash Transfer Conveyor Belt, and, two Fly Ash Collecting Conveyor Belts. (3) If the City were to issue a new bid for next four years, 6/15/2027 through 6/14/2031, comprised of base period and option years, and “the-awarded-Contractor-of-IPWQ 5891-23” was to provide a bid response in regards to bid that would be issued to cover the next four years, 6/15/2027 through 6/14/2031, “and” if Contractor did not receive award for the bid requirement to cover the period of 6/15/2027 through 6/14/2031, comprised of base period and option years, the City would at the time be responsible for purchasing belts on hands by Contractor, not to exceed two Grizzly Feed Conveyor Belts, one Fly Ash Transfer Conveyor Belt, and, two Fly Ash Collecting Conveyor Belts.

I acknowledge and agree

TECHNICAL
REQUIREMENTS

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| 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. | I acknowledge and agree |
| Performance | PERMITS. The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies. | I acknowledge and agree |
| Professionalism | Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices. | I acknowledge and agree |
| SAFETY | Bidder has read and understand the Contractor Safety and Environmental Requirements document that is located in the "Documents" tab. | I acknowledge and agree |
| SAFETY | The Contractor shall be responsible for implementing and maintaining their own safety program during the work. The Contractor will be required to participate in the Facility's safety orientation prior to any work activities at the WTEF. | I acknowledge and agree |
| SAFETY TRAINING | Awarded Contractor must comply with On Site Safety Training requirements prior to performing any services onsite. All personnel that are to perform on-site services at the WTE Facility must watch 10-minute video that can be accessed via: https://vimeo.com/194591363/b5e0552df3 and must read and complete Attachment B, Contractor On-Site Declaration in addition to watching video. | I acknowledge and agree |
| Qualifications | The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years-experience in performing Conveyor Belt Change Outs. | I acknowledge and agree |
| Qualifications | Supplemental Bidder Responsibility Criteria to include the Work Experience Form will apply to this requirement. | I acknowledge and agree |
| SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA WITH WORK EXPERIENCE FORM | Bidder must complete and upload Supplemental Bidder Responsibility Criteria Form, that is located in the "Documents" tab. These criteria will apply to this requirement. The bidder must meet the mandatory bidder responsibility criteria called out in Supplemental Bidder Criterion to be considered a responsible bidder. | Sup Bid Respons Criteria Work Exp Form IPWQ 5891-23 (1) Signed.pdf |
| Conveyor Belts | Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design. | I acknowledge and agree |
| Conveyor Belts | All Belts delivered shall be comparable to the specifications set forth below. | I acknowledge and agree |

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| Conveyor Belts | The Contractor must be an authorized factory dealer for the area including the City of Spokane; or provide satisfactory proof by the manufacturer that service will be guaranteed. | I acknowledge and agree |
| Conveyor Belts | Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload Here | Cover Letter Grizzly Ash Belts.docx |
| Conveyor Belts | Contractor shall own and store the belt(s) at its cost, at a facility in the proximity to City of Spokane Solid Waste Disposal, WTEF, to enable vendor to provide immediate delivery 24 hours a day, 7 days a week, 365 days a year, any time during any calendar day, upon being requested by WTEF. | I acknowledge and agree |
| Conveyor Belts | Contractor shall only invoice for a belt(s) upon WTEF taking possession of belt at 2900 S. Geiger Blvd, Spokane WA 99224-5400. | I acknowledge and agree |
| Conveyor Belts | Contractors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc. | I do not acknowledge and agree |
| Conveyor Belts | Any Belt delivered that does not meet specifications will not be acceptable. 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, and a new supplier will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the supplier. | I do not acknowledge and agree |
| Conveyor Belts | Belt must be rolled and palletized when delivered to enable unloading via WTEF Forklift. | Belt Pallet Acknowledgement.docx |
| Conveyor Belts | The Conveyors are instrumental in the operation of the WTEF. Delivery of Conveyor Belts shall be capable of being made immediately as requested by WTEF, 24 hours a day, 7 days a week, 365 days a year, any time during any calendar day, no exceptions, as the WTEF operates 24 hours a day, 7 days a week, 365 days a year. | I acknowledge and agree |
| Grizzly Feed Conveyor Belt | Grizzly Conveyor Belt. The City has one grizzly conveyor. | I acknowledge and agree |
| 1 | Conveyor Belt: 3/375PLPSTKR4X1N/N-27" (3 PLY / 375 Pounds Per Inch of Width, Stacker 4x1 (implying 1/4 Top Cover and 1/16 Bottom Covering), Nylon/Nylon Carcass, 72" Wide x 310' Long). | I acknowledge and agree |
| 1.1 | Brand: Continental | I acknowledge and agree |
| 1.2 | American Made. | I acknowledge and agree |

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| 1.3 | If the product differs from the provisions contained herein, these differences must be explained in detail. | Quoted belt is equal to specified by City of Spokane. |
| 1.4 | Bidder must upload specs of what is being bid. Upload specs here. | Feedbelt Spec Sheet (5).pdf |
| 1.4.1 | ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product. | Continental Belting, Applied Industrial Technologies |
| 1.5 | Contractor will always keep a minimum of two belts on hand at all times. | I acknowledge and agree |
| 1.5.1 | Contractor is required to "always" have enough belts on hand to ensure immediate delivery. Should vendor deliver a belt, it must have another belt on hand to be able to provide immediate delivery, and so on..., vendor is "never" to be without a belt on hand. | I acknowledge and agree |
| Fly Ash Transfer Conveyor Belt | WTEF has one Fly Ash Transfer conveyor. | I acknowledge and agree |
| 1. WTEF NEEDS TO ENTER THIS INFORMATION | Conveyor Belt: 18" WIDE, 3PLY 330PIW 3/16 X 1/16 GR2 belting. 97' Length | I do not acknowledge and agree |
| 1.2 | If the product differs from the provisions contained herein, these differences must be explained in detail. | The quoted belt will have a heavier top cover, 1/4" vs 3/16" this is a standard spec. and should provide better belt life. All other specs are as requested. |
| 1.3 | Bidder must upload specs of what is being bid. Upload specs here. | Ash Conveyor Specs Print.pdf |
| 1.3.1 | ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product. | Continental, Applied Industrial Technologies |
| 1.4 | Contractor will always keep a minimum of one belt on hand at all times. | I acknowledge and agree |
| 1.4.1 | Contractor is required to "always" have enough belts on hand to ensure immediate delivery. Should vendor deliver a belt, it must have another belt on hand to be able to provide immediate delivery, and so on..., vendor is "never" to be without a belt on hand. | I acknowledge and agree |
| Fly Ash Collecting Conveyor Belt | WTEF has two Fly Ash Collecting conveyors. | I acknowledge and agree |
| 1. WTEF NEEDS TO ENTER THIS INFORMATION | Conveyor Belt: 18" WIDE, 3PLY 330PIW 3/16 X 1/16 GR2 belting. 35' Length | I do not acknowledge and agree |

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| 1.2 | If the product differs from the provisions contained herein, these differences must be explained in detail. | The quoted belt will have a heavier top cover, 1/4" vs 3/16" this is a standard spec. and should provide better belt life. All other specs are as requested. |
| 1.3 | Bidder must upload specs of what is being bid. Upload specs here. | Ash Conveyor Specs Print.pdf |
| 1.3.1 | ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product. | Continental, Applied Industrial Technologies |
| 1.4 | Contractor will always keep a minimum of two belts on hand at all times. | I acknowledge and agree |
| 1.4.1 | Contractor is required to "always" have enough belts on hand to ensure immediate delivery. Should vendor deliver a belt, it must have another belt on hand to be able to provide immediate delivery, and so on..., vendor is "never" to be without a belt on hand. | I acknowledge and agree |
| Scope of Work BELT REPAIRS | The Conveyors are instrumental in the operation of the WTEF. Conveyor Belt Repairs on-site at the WTEF, shall be capable of being made immediately as requested by WTEF, 24 hours a day, 7 days a week, 365 days a year, any time during any calendar day, no exceptions, as the WTEF operates 24 hours a day, 7 days a week, 365 days a year. | I acknowledge and agree |
| 1. | It is estimated that 28 labor hours, more or less, could be incurred within a 12-month for belt repairs. | I acknowledge and agree |
| Scope of Work BELT CHANGE OUT | The Conveyors are instrumental in the operation of the WTEF. Change Out of Conveyor Belts shall be capable of being made immediately as requested by WTEF, 24 hours a day, 7 days a week, 365 days a year, any time during any calendar day, no exceptions, as the WTEF operates 24 hours a day, 7 days a week, 365 days a year. | I acknowledge and agree |
| 1. | WTEF would provide Gradall forklift. | I acknowledge and agree |
| 2. | WTEF would provide one (1) individual "operator-helper" to assist for the duration of change out, and individual would operate Gradall to lift counter weight equipment, and belting. | I acknowledge and agree |
| Scope of Work SUBCONTRACTORS | SUBCONTRACTORS. The Contractor shall not award work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. | I acknowledge and agree |
| EXCEPTIONS | If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to. | |

| PRICING | | |
|---------|---|-------------------------|
| 1. | The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for actual quantity of belts provided and for actual services performed. | I acknowledge and agree |
| 1.1 | Grizzly Feed Conveyor Belt 1 Cost: Bidder Must Enter Firm Fixed Price for conveyor belt inclusive of all freight and transportation cost, on IPWQ 5891-23 Pricing Page, so named in the 'Documents' tab. | I acknowledge and agree |
| 1.2 | Grizzly Feed Conveyor Belt 2 Cost: Bidder Must Enter Firm Fixed Price for conveyor belt inclusive of all freight and transportation cost, on IPWQ 5891-23 Pricing Page, so named in the 'Documents' tab. | I acknowledge and agree |
| 1.3 | Fly Ash Transfer Conveyor Belt 1 Cost: Bidder Must Enter Firm Fixed Price for conveyor belt inclusive of all freight and transportation cost, on IPWQ 5891-23 Pricing Page, so named in the 'Documents' tab. | I acknowledge and agree |
| 1.4 | Fly Ash Collecting Conveyor Belt 1 Cost: Bidder Must Enter Firm Fixed Price for conveyor belt inclusive of all freight and transportation cost, on IPWQ 5891-23 Pricing Page, so named in the 'Documents' tab. | I acknowledge and agree |
| 1.5 | Fly Ash Collecting Conveyor Belt 2 Cost: Bidder Must Enter Firm Fixed Price for conveyor belt inclusive of all freight and transportation cost, on IPWQ 5891-23 Pricing Page, so named in the 'Documents' tab. | I acknowledge and agree |
| 1.6 | Belt Repair Services Than May Be Required. Bidder Must Enter Unit Hourly Rates that would be applicable for Belt Repair Services Only, on IPWQ 5891-23 Pricing Page, so named in the 'Documents' tab. Unit Rates would not be applicable to Belt Change Outs, as Belt Change Outs are Firm Fix Price. | I acknowledge and agree |
| 1.6.1 | Belt Repair Services Than May Be Required. Bidder Must Enter Percentage Markup for Parts/Materials Above Contractor's Cost on IPWQ 5891-23 Pricing Page, so named in the 'Documents' tab. Parts and Materials will be paid at Contractor's cost plus percentage markup. Percentage Markup would be applicable for Belt Repair Services Only. Percentage Markup would not be applicable to Belt Change Outs, as Belt Change Outs are Firm Fixed Price. | I acknowledge and agree |
| 1.6.2 | Belt Repair Services Than May Be Required. Bidder acknowledges any other cost that could be incurred for Belt Repair Services have been listed on the on IPWQ 5891-23 Pricing Page, so named in the 'Documents' tab. No other costs will be allowed if not listed. | I acknowledge and agree |
| 1.7 | Scheduled Belt Change Outs. Bidder Must Enter All Inclusive Firm Fixed Price For Belt Change Out Service on IPWQ 5891-23 Pricing Page, so named in the 'Documents' tab. | dasvs asdfasf |

| | | |
|---|---|-------------------------------------|
| 1.8 | Unscheduled Belt Change Out. Bidder Must Enter All Inclusive Firm Fixed Price For Belt Change Out Services on PW ITB 5267-20 Pricing Page, so named in the 'Documents' tab. | I acknowledge and agree |
| 1.9 | Download "Pricing Pages PW ITB 5267-20" From the Bid Documents Tab, Complete And Upload Here. | Pricing Pages IPWQ 5891-23 (2).docx |
| Addenda | Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Quote. | 1 |
| Withdrawal of Quote | The Contractor agrees that its Quote will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date. | I acknowledge and agree |
| SUBCONTRACTORS | Download and complete the Subcontractor List in the "Documents" tab and upload it. | Subcontractor List.pdf |
| ADDITIONAL INFORMATION | If you have additional information/documents to submit, upload them here. | Additional Provisions.pdf |
| CONTRACTOR RESPONSIBILITY | | |
| #1 | Provide Washington State Contractor's Registration No. | APPLIIT973QO |
| #2 | Provide Contractor's U.B.I. Number | 601119576 |
| #3 | Provide Contractor's Washington Employment Security Department Number | 000308314005 |
| #4 | Provide Contractor's Washington Excise Tax Registration Number | 601119576 |
| #5 | Provide Contractor's City of Spokane Business Registration Number | T12022794BUS |
| 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. | I acknowledge and agree |

ADDENDUM NO. 1
May 8, 2023

IPWQ 5891-23

**CONVEYOR BELTS: PURCHASE, INSTALLATION, and REPAIR, AS-NEEDED - PW Maint On Call
Scheduled and Unscheduled**

This Addendum makes the following changes:

-Due Date Changed TO: 5/17/2023, 9:00AM, FROM: 5/10/2023, 9:00AM.

Rick Rinderle
Procurement Specialist

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

The undersigned acknowledges receipt of this Addendum.

Applied Industrial Technologies
Company

Jason King
Signature

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for ~~two (2)~~ one (1) 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 to the extent of the full amount paid for the work performed. THE CONTRACTOR PROVIDES NO OTHER WARRANTIES AND ANY AND ALL IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

STANDARD TERMS AND CONDITIONS OF SALE

GOODS AND SERVICES SOLD BY APPLIED INDUSTRIAL TECHNOLOGIES, INC. OR ITS AFFILIATED COMPANIES ("SELLER") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON SELLER UNLESS AGREED TO IN WRITING BY A SELLER CORPORATE OFFICER. BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS.

PRICE: Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by SELLER are subject to correction or change without notice. Prices do not include freight, shipping, handling fees and/or duties, any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on value and/or weight of the shipment. Additional charges for local delivery may also apply. Export orders may be subject to other special pricing.

PAYMENT TERMS: Unless otherwise agreed in writing, terms of payment are thirty (30) days net, without setoff or deduction, from date invoice was mailed or goods are delivered, whichever is earliest, if Buyer's credit has been approved prior to sale. A late payment charge of 1 1/2% per month (an annual percentage rate of 18%) shall be charged on all past due accounts and Buyer shall pay SELLER all costs incurred by it in collecting any past due account from Buyer, including, but not limited to, all court costs and attorney's fees. However, if the foregoing charges exceed that rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accompany payment. Alternatively, payments and other adjustments must reference the invoice number to assure proper credit.

CREDIT BALANCE: Any credit balance issued will be applied within one (1) year of its issuance. IF NOT APPLIED WITHIN ONE (1) YEAR, THE BALANCE REMAINING SHALL BE CANCELLED, AND SELLER SHALL HAVE NO FURTHER LIABILITY EXCEPT AS REQUIRED BY APPLICABLE LAW.

DELIVERY: Unless otherwise noted, all domestic sales of goods are made f.o.b. point of shipment (Uniform Commercial Code) and all international sales of goods are made EXWP point of shipment Incoterms # 2010. In all cases, title shall pass upon delivery and thereafter all risk of loss or damage shall be upon Buyer. Delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Buyer shall notify SELLER of any nonconforming goods within a commercially reasonable time after Buyer becomes aware of such nonconforming goods.

WARRANTIES: Goods are sold only with such warranties as may be extended by the manufacturer of the goods. Services performed by third parties are subject only to those warranties extended by such third parties. For additional warranty information, please review SELLER'S Warranty Policy available at WWW.APPLIED.COM or upon request to SELLER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY SET FORTH IN THE WARRANTY POLICY. Buyer is responsible for installation and use in accordance with manufacturer's instructions. Goods are sold for commercial use only and are not intended for use by consumers. SELLER personnel are not authorized to alter this policy. Buyer shall be solely responsible for any warranty it grants to its customer.

LIMITATION OF LIABILITY: SELLER takes no responsibility for goods selection, operation, and use, regardless of any recommendations or suggestions made by the SELLER. Buyer shall make selections based upon its own analysis with regard to function, material compatibility, fitness for use or intended purpose, and goods ratings. Any such analysis, including testing, shall be the sole responsibility of Buyer. Proper installation, operation, and maintenance are solely the responsibility of Buyer or its customer. Any specifications listed in SELLER'S datasheets, catalog and website are for reference only and are subject to change without notice. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF, OR CONNECTED WITH ANY GOODS OR SERVICES SUPPLIED HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE OF GOODS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INDEMNITY) OR OTHER GROUNDS, SHALL NOT EXCEED THE PRICE ALLOCABLE TO SUCH GOODS OR SERVICES OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT.** This limitation of liability reflects a deliberate and bargained-for allocation of risks between SELLER and Buyer and constitutes the basis of the parties' bargain, without which SELLER would not have agreed to the price or terms of this agreement. SELLER shall not under any circumstances, be liable for any labor charges without its prior written consent. SELLER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INDEMNITY) OR OTHER GROUNDS FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES including, but not limited to, loss of profits or revenue, loss of use of goods or associated goods, cost of capital, cost of substitute goods, facilities or services, downtime costs, or claims of customers of Buyer for such damage. If SELLER furnishes Buyer with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this agreement, the furnishing of the advice or assistance will not subject SELLER to any liability, whether based on agreement, warranty, tort (including negligence or indemnity) or other grounds. Buyer agrees to defend, indemnify and hold SELLER harmless from any third party claims arising out of the use, resale, or lease of said furnished goods or services.

INTELLECTUAL PROPERTY: Each party will retain exclusive interest in and ownership of its intellectual property developed before this agreement or outside the scope of this agreement. Upon mutual agreement, Seller hereby grants to Buyer a non-exclusive, world-wide, non-transferable, non-sublicensable, and royalty-free license to use Seller's pre-existing intellectual property solely for the purpose of using the goods and service provided by the SELLER. Any intellectual property developed under or related to this agreement shall be the sole and exclusive property of Seller.

SUBSTITUTIONS/INTERCHANGEABILITY: Unless specifically restricted on a purchase order, SELLER reserves the right to interchange an equivalent available goods in place of the goods ordered where the interchangeability of the goods is based on form, fit, and function.

EQUAL OPPORTUNITY AND LABOR PRACTICES: The contract provisions in Section 202 of Executive Order 11246, as amended, and the regulations promulgated thereunder are incorporated by reference as if fully written with respect to any order. SELLER certifies that the goods covered by this invoice have been produced in accordance with the Fair Labor Standards Act of 1938, as amended.

SAFETY DATA SHEETS ("SDS"): Unless requested, SELLER will not furnish paper copies of Safety Data Sheets ("SDS"). SDS for OSHA defined hazardous substances are supplied by the manufacturers and/or suppliers and electronically available online at WWW.APPLIED.COM. SELLER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE INFORMATION IN ANY SDS. CUSTOMER END USER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON, OR USE OF, ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY GOODS. SELLER will continue to furnish paper copies of SDS for those goods for which a SDS is not electronically available. Paper copies of SDS for all goods may be requested by contacting Seller at 1-877-279-2799 to receive a copy of any SDS via web, facsimile or U.S. mail.

NUCLEAR OR OTHER HAZARDOUS ACTIVITIES: Unless specifically agreed to in writing by an authorized officer of SELLER, goods sold hereunder are not intended for use in connection with any nuclear facility or any other application or hazardous activity where failure of a single component could cause substantial harm to persons or property. If so used, SELLER disclaims any and all liability for any nuclear damage, contamination or other damage or injury and Buyer shall indemnify and hold SELLER harmless from such liability whether as a result of breach of contract warranty, tort (including negligence or indemnity) or other grounds. SELLER and its suppliers shall not be liable to Buyer or its insurers based on agreement, warranty, tort (including negligence or indemnity), or other grounds for onsite damage to property located at a nuclear facility.

CANCELLATION AND RETURNS: Buyer may cancel an order by mutual agreement based upon payment to SELLER of reasonable and proper cancellation charges. Goods shall not be returned by Buyer without SELLER'S prior written authorization and payment by Buyer of a minimum restocking charge of 15%. Authorized returns shall be returned at Buyer's sole expense, freight prepaid. There are NO returns of special order or made-to-order items. No returns shall be accepted following 60 days after delivery. No credit will be issued for shipping charges or other special expenses.

SHORTAGE/OVERAGES: All shortages and/or overages must be identified within 14 days of the date of shipment.

FORCE MAJEURE; SELLER: SELLER shall not be liable for failure to deliver or for delay in delivery or performance due to: (i) a cause beyond its reasonable control; (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, public health emergency or outbreak, terrorist act, insolvency or other inability to perform by the manufacturer, delay in transportation; or, (iii) telecommunication outage, power outage, security event, or any other commercial impracticability. If such a delay occurs, delivery or performance shall be extended for a period equal to the time lost by reason of delay.

CHANGE IN BUYER'S FINANCIAL CONDITION: SELLER reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to SELLER in the event of: (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. SELLER reserves the right to suspend its performance until payment or adequate assurance of performance has been received. SELLER also reserves the right to cancel Buyer's credit at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants SELLER a security interest in the goods and the proceeds thereof. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest. A copy of the invoice may be filed at any time as a financing and/or chattel mortgage, in order to perfect SELLER'S security interest. SELLER may, in its sole discretion require, and Buyer hereby grants to SELLER, a continuing purchase money security interest in all inventory, equipment, and goods sold by SELLER to or for the benefit of Buyer, wherever located, and all accessions and goods and all proceeds from the sale thereof; and all accounts and accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement. SELLER'S purchase money security interest is explicitly limited to outstanding obligations between SELLER and Buyer.

ASSIGNMENT OR DELEGATION: Buyer shall not assign, transfer or delegate, whether by operation of law or otherwise, any or all of its duties or rights hereunder without SELLER'S prior written consent.

WAIVER, CHOICE OF LAW AND DISPUTE RESOLUTION: The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Ohio, United States of America, excluding conflict of law rules. Any dispute with a party located in U.S., arising out of or relating to transactions hereunder shall be brought only before any state or federal court with jurisdiction and venue over Cleveland, Ohio, unless all such courts refuse to exercise jurisdiction and venue, and the parties hereby consent to exclusive jurisdiction in such courts. Any claims brought by Buyer shall be escalated to senior management level within both organizations prior to Buyer filing a lawsuit. Trial by jury is hereby waived. Any dispute with a party located outside of U.S., except actions by Seller for nonpayment by Buyer of the purchase price of goods or services sold, shall be settled by binding arbitration in Cleveland, Ohio under Ohio law administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators will have the powers a state court judge would have had if the matter had been filed in such court, including equitable powers, except for the power to award punitive damages, which they shall not have. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

COMPLIANCE WITH LAWS: Buyer recognizes the goods are utilized in many regulated applications and that from time to time standards and regulations are in conflict with one another. SELLER makes no promise or representation that the goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon, in writing as part of the agreement between Buyer and SELLER. SELLER prices do not include the cost of any related inspections, permits or inspection fees.

SPECIAL TOOLS: Unless specifically agreed in writing by SELLER, and unless paid for by Buyer as shown on the invoice, all special tools, dies, jigs, patterns, machinery and/or equipment needed by SELLER for the performance of this sale are, and shall remain, the property of SELLER.

ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF SELLER GOODS - IN ADDITION TO THE STANDARD TERMS AND CONDITIONS ABOVE, EXPORT SALES OF SELLER GOODS WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ("ADDITIONAL TERMS"). IN THE EVENT OF A CONFLICT BETWEEN SELLER'S STANDARD TERMS AND CONDITIONS AND THE ADDITIONAL TERMS, THE ADDITIONAL TERMS SHALL PREVAIL FOR EXPORT SALES OF SELLER GOODS.

ORDER ACCEPTANCE: Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by SELLER, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of the State where acceptance occurred in the United States of America.

EXPORT CONTROLS AND RELATED REGULATIONS: Buyer represents and warrants that it is not on, or associated with any organization on the United States Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or the United States Department of the Treasury's Office of Foreign Assets Control lists, Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotic Traffickers-Kingpin, or Specially Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations, Embargoed Countries list, or Debarred Persons List; or is subject to a denial order issued by the United States Department of Commerce. Buyer shall comply with all relevant laws and regulations of governmental bodies or agencies, including but not limited to all applicable export control laws of the United States or other governing agencies and their successors. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by SELLER, Buyer shall provide documentation satisfactory to SELLER verifying delivery at the designated country. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

FOREIGN PRINCIPAL PARTY IN INTEREST; FREIGHT FORWARDER AND DOCUMENTATION: For any export sales, it is specifically agreed that Buyer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Buyer's agent in such capacity for Export Administration Act or other applicable purposes; and Buyer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At SELLER'S request, Buyer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Buyer or its freight forwarder related to sales to them by SELLER.

ANTI-BRIBERY AND ANTI-CORRUPTION: Buyer states that it is an independent contractor, and represents, warrants, and covenants that it is in compliance with U.S. the Foreign Corrupt Practices Act and all applicable laws and regulations relating to bribery and corruption in all countries in which Buyer conducts business.

PERMITS, EXPORT, AND IMPORT LICENSES: Buyer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

GENERAL: All orders are subject to acceptance by SELLER. The terms and conditions in SELLER'S forms are incorporated herein by reference, and constitute the entire and exclusive agreement between Buyer and SELLER. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.



**CONTINENTAL
CONDITIONS OF SALE**

(1) CONDITIONS OF SALE.

a. "Seller" shall mean the actual Continental legal entity selling the Products hereunder and could be Continental Automotive Systems, Inc., Continental Tire the Americas, LLC, ContiTech North America, Inc., ContiTech Oil & Marine Corp., ContiTech Thermopol LLC, Legg Company, Inc., ContiTech USA, Inc., Phoenix Conveyor Belt Solutions, Inc., Continental Automotive Mexicana, S.A. de C.V., Continental Automotive Guadalajara México, S.A. de C.V., Continental ContiTech Mexicana, S.A. de C.V., Continental Tire de México, S.A. de C.V., ContiTech Fluid Mexicana, S.A. de C.V., ContiTech Fluid Distribidora, S.A. de C.V., Continental Automotive Maquila México, S.A. de C.V., ContiTech de México, S. de R.L. de C.V., Continental ContiTech Chihuahua, S. de R.L. de C.V., Continental Automotive SLP, S.A. de C.V., Continental Tire Canada, Inc., and ContiTech Canada, Inc. The following are the conditions of sale for all Products and Services, if any, sold by Seller. Any Seller quotation or order acknowledgment is an offer subject to and expressly conditioned upon Buyer's assent to these Conditions of Sale and any terms included on Seller's quotation or order acknowledgment, whether assent is in writing or by conduct. Acceptance of or payment for Products shall constitute such assent. Seller rejects all additional or different terms.

b. Unless Buyer is an authorized distributor of Seller, Buyer agrees to limit its distribution of the Products purchased under this Agreement to the incorporation of said Products into a value added product which Buyer shall market under Buyer's name for sale, lease or rent to third parties in the regular course of Buyer's business. Buyer is responsible for the selection of each Product(s), its ability to achieve the results intended with other products, software and/or peripherals of Buyer's design, assembly, manufacture or purchase, and for the system performance of Buyer's value added product. Buyer also acknowledges that any technical support for Buyer's value added product shall be entirely Buyer's responsibility.

c. If Buyer distributes or resells the Product(s), Buyer represents and agrees that Buyer will cause its customer to receive and accept the warranty and remedy limitations set forth herein. Buyer agrees to hold harmless and indemnify Seller from and against any losses, damages and expenses from or relating to Buyer's failure to satisfy its obligations under this paragraph.

(2) PRICES, INVOICES AND PAYMENT.

a. Prices quoted are for the Product only, and do not include any amount for freight, insurance, fees, custom duties or Federal, State or Local excise, sales, use, service, occupation, gross income, property or similar taxes, all of which are the responsibility of Buyer. Shipping and handling charges shall be paid by Seller and invoiced separately to Buyer. Seller shall have the right to include taxes which may be applicable to the prices set forth herein in the event that Buyer does not supply to Seller, prior to sale, appropriate sales, use and Federal excise exemption certificates.

b. Seller reserves the right to change prices from time to time. Products will be billed at prices in effect at the time of shipment. Within ten (10) after notice of a price increase, Buyer may cancel the unshipped portion of any order which is subject to such price increase by providing a written cancellation notice to Seller. Upon such cancellation, Buyer shall have no liability to Seller for the canceled portion of the order except as to Product manufactured or in process, components procured by Seller from outside sources, and special tooling, equipment or single use raw materials procured for performance of this order.

c. Payment shall be due as stated on the invoice, or in the absence of a stated due date, within thirty (30) days from the date of invoice, without regard to other deliveries.

d. Seller's offer is subject to Seller's current credit policies and practices. Seller reserves the right, in its sole discretion, to approve, disapprove, or change Buyer's credit limit or to impose credit terms.

If at any time Seller determines that Buyer's financial condition or credit is or has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial condition, advance cash payments, COD, shorter terms, and/or the posting of satisfactory security by Buyer, and Seller may withhold shipments until Buyer complies with such requirements. In the event of a complete or partial failure to timely pay, Seller may, at its option, (i) revoke any credit extended to Buyer, (ii) suspend all subsequent shipments under open purchase orders until Buyer's account is current, (iii) offset such amount against any payments due or that become due from Seller or its affiliates to Buyer including without limitation payment due Buyer, and (iv) charge default interest on late payments at a rate of 1.5% per month (or such lesser rate as provided by law).

e. Buyer grants to Seller a security interest and right of possession in the Products until Buyer makes full payment. Buyer will cooperate in whatever manner necessary to assist Seller in perfecting and recording such security interest.

f. Seller may discontinue any Product(s) sold hereunder at any time, unless Buyer and Seller have otherwise agreed in a writing signed by authorized representatives of both parties.

g. If any government action or law should have the effect of establishing a maximum price on the Product(s) to be delivered, Seller may, at its option and without liability to Buyer, terminate its obligations with respect to future shipments upon thirty (30) days written notice.

(3) DELIVERY.

a. All shipments are made Ex-works, Incoterms 2010, Seller's manufacturing location, freight collect. Title and risk of loss or damage to Products shall pass to Buyer at the place of delivery.

b. Delivery dates are best estimates only. Seller reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.

The obligations of Seller and Buyer (other than Buyer's payment obligation) under this Agreement shall be temporarily suspended in the event of external delays beyond the obligated party's reasonable control, and any failure to perform by that party as a result of any such interference or interruption shall not be deemed default. Performance may be suspended for the period of any such delay. The party whose performance is suspended shall notify in writing the other party within fifteen (15) days of such suspension.

In the event Seller is unable to wholly or partially perform because of any cause beyond its control, Seller may terminate any order without any liability to Buyer.

(4) TERMINATION.

a. Either party may terminate this Agreement if the other party fails to cure a breach of this Agreement within thirty (30) days after written notification to the breaching party of such breach.

b. Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.

c. If Seller terminates this Agreement for default, or if Buyer terminates this Agreement for convenience, Buyer will pay to Seller

a cancellation charge consisting of Seller's incurred costs, committed costs and a reasonable contract profit. Buyer may cancel an individual order by giving Seller notice of such cancellation, which notice must be received by Seller at least sixty (60) or more days prior to the scheduled shipping date of such order, otherwise Buyer will be responsible for a cancellation charge.

d. Nothing contained in this Agreement shall be deemed to create any express or implied obligation on either party to renew or extend this Agreement or to create any right to continue this Agreement on the same terms and conditions contained in it.

e. The terms and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties shall so survive the completion of performances and termination or expiration of this Agreement, including the making of any and all payments due under this Agreement.

(5) WARRANTY.

a. Prototypes, Products in Development, and Samples.

All prototypes, products in development, test products, and samples are provided by Seller to Buyer "AS IS WHERE IS" without warranty of any kind whether express or implied, and are expressly not covered by the warranties set forth herein. Buyer agrees not to make any warranty claims nor other claims against the Supplier with respect to such prototypes, products in development, test products, and samples.

b. Product Warranty.

(i) During the Product Warranty Period, Seller warrants that (1) Products that it supplies hereunder will be free from defects in material and workmanship under normal use and operations (or under certain test and controlled laboratory conditions as may be expressly provided for in a separate written agreement signed by Seller and Buyer) and (2) such Products will conform to Seller's applicable published specifications as in effect at the time of shipment (or such other specifications as may be expressly provided for in a separate written agreement signed by Seller and Buyer).

(ii) The Product Warranty Period shall (1) commence on the date that the Seller ships the Product and shall expire on the first anniversary thereof, or (2) if applicable, commence on the date that Seller installs the Product for Buyer and shall expire on the first anniversary thereof.

(iii) To the extent that any Product is not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund to Buyer the purchase price less shipping and handling of the non-conforming Product or (2) repair or replace the non-conforming Product.

(iv) To be eligible for a Product warranty claim, Buyer (1) must make such claim in writing to Seller prior to the expiration of the Product Warranty Period, (2) must upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming Product, (3) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Product, and (4) must upon Seller's request provide Seller with access to any applicable warranty related data related to the non-conforming Product.

c. Services Warranty.

(i) During the Services Warranty Period, Seller warrants that (1) any Product installation services or other services ("Services") that it provides hereunder will be performed in a good workman like manner and (2) such Services will conform to Seller's applicable published specifications as in effect at the time of service

(or such other specifications as may be expressly provided for in a separate written agreement signed by the Seller and the Buyer).

(ii) The Services Warranty Period shall commence on the date that the Seller completes the Services and shall expire on the first anniversary thereof.

(iii) To the extent that the Services are not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund a portion of the price paid for such non-conforming Services or (2) re-perform or correct the non-conforming Services.

(iv) To be eligible for a Services warranty claim, Buyer (1) must make such claim in writing to Seller prior to the expiration of the Services Warranty Period, (2) must upon Seller's request provide Seller a reasonable opportunity to re-perform or correct the non-conforming Services, (3) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Services, and (4) must upon Seller's request provide Seller with access to any applicable warranty related data related to the allegedly non-conforming Services.

d. VAPOR RECOVERY SYSTEMS EQUIPMENT USED IN CALIFORNIA.

(i) To the extent the Product to be supplied by Seller hereunder is vapor recovery system equipment that Buyer uses in California, then the following additional terms shall apply: During the California Vapor Recovery Systems Equipment Warranty Period, Seller warrants that the vapor recovery system equipment that Seller is supplying hereunder will meet the performance standards and specifications to which such vapor recovery system equipment were certified by the California Air Resources Board.

(ii) The California Vapor Recovery Systems Equipment Warranty Period shall expire upon the earlier of (1) the first anniversary of the initial installation date of the vapor recovery systems equipment, and (2) the first anniversary of "install-by-date", if any, marked on the warranty card included with the vapor recovery systems equipment and the shipping container.

(iii) To the extent that such vapor recovery systems equipment is not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund to Buyer the purchase price less shipping and handling of the non-conforming vapor recovery systems equipment or (2) repair or replace the non-conforming vapor recovery systems equipment.

(iv) To be eligible for a vapor recovery systems equipment warranty claim, Buyer (1) must make such claim in writing to Seller prior to the expiration of the California Vapor Recovery Systems Equipment Warranty Period, (2) must upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming vapor recovery systems equipment, (3) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming vapor recovery systems equipment, and (4) must upon Seller's request provide Seller with access to any applicable warranty related data related to the allegedly non-conforming vapor recovery systems equipment.

e. Tires. To the extent that the Products to be supplied by Seller hereunder are tires, then (i) Seller's applicable limited warranty and adjustment policy as in effect at the time that Seller ships the tires shall control and apply, to the exclusion of the other warranty provisions contained herein, (ii) Buyer agrees that Seller's only warranty obligations and Buyer's exclusive remedies are set forth in such limited warranty and adjustment policy, and (iii) Buyer agrees not to take any action that is inconsistent with the foregoing provisions.

f. Seller's warranties only extend to the Buyer. No other party shall be a third party beneficiary thereof, nor be entitled to make a warranty claim or similar claim against the Seller.

g. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON-INFRINGEMENT, ARE EXCLUDED. SELLER DOES NOT WARRANT THAT ANY PRODUCT SHALL BE INTEROPERABLE OR COMPATIBLE WITH ANY OTHER PRODUCT, AND BUYER IS SOLELY RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE USE OF PRODUCTS IN CONJUNCTION WITH OR AS A COMPONENT OF ANY OTHER PRODUCT OF BUYER OR ANY THIRD PARTY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY. THE WARRANTIES REFERENCED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE SELLER. Seller disclaims any and all liability for or related to: (1) equipment or products not supplied by Seller hereunder, including but not limited to equipment and products that are attached to, combined with or used in conjunction with Seller's Products, (2) any system or the operation thereof into which the Seller's Products are incorporated, (3) any designs, specifications or requirements provided by Buyer, (4) Services performed in connection with products that are not manufactured by Seller, (5) defects resulting from misuse, abuse, or alterations by any person other than Seller, and (iv) defects resulting from failure to observe or follow any product information or instructions provided by Seller.

h. These warranties shall not be enlarged absent specific written agreement signed by Buyer and Seller, and no obligation or liability shall arise out of Seller's rendering of technical advice and/or assistance.

i. If Buyer claims that any Product(s) are non-conforming with Buyer's order in any way, Buyer shall give notice in writing to Seller or such claim within ninety (90) days of Buyer becoming aware of such claim. Buyer hereby agrees that unless Buyer notifies Seller in writing within ninety (90) calendar days of shipment, there shall be a presumption that Product(s) conforming to the goods ordered were received by Buyer.

j. Buyer acknowledges that Seller has furnished to Buyer product information which includes warnings and safety and health information concerning the Product(s). Buyer represents and agrees that it will disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors, and customers.

k. Buyer represents and acknowledges that Buyer used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the Product(s) and/or (ii) in the selection, provision, or designation of any specification or set of specifications for the Product(s) agreed upon by Buyer and Seller; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Seller, its employees, agents and/or representatives to Buyer. Without limiting the foregoing, Buyer agrees that Seller shall not be liable for, and assumes all risk of, inaccurate or unsuitable specifications, designs or information provided, selected or designated by Buyer.

(6) LIMITATION OF LIABILITY.

a. No action shall be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action.

b. Seller's total liability arising out of or related to this Agreement whether for breach of contract, warranty, Seller's negligence, strict liability in tort or otherwise, is limited to the price of the particular Product sold hereunder with respect to which losses or damages are

claimed. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES whatsoever arising out of, caused by or related in any way to the breach of any of its obligations under this Agreement, even if the party has been advised of the possibility of such damages. The parties expressly agree that the above limitation on damages is an allocation of risk constituting in part the consideration for this Agreement. Seller shall not be liable for, and Buyer assumes all liability for, all personal injury and property damage connected with the handling, transportation, or further manufacture, fabrication, assembly, or processing of the Product(s).

(7) PATENT AND COPYRIGHT INDEMNITY. Seller agrees to defend, at its expense, any suit against Buyer based upon a claim that any Product or software furnished by Seller to Buyer hereunder directly infringes any United States patent or copyright, and to pay costs and damages finally awarded in any such suit, provided that Seller is notified in writing within thirty (30) days of notice of such a suit or the receipt of a written claim by a third party within the foregoing indemnity and, at Seller's request and its expense, is given control of the suit including the choice of counsel and is provided all requested reasonable assistance for the defense of same. If the use or sale of the Product or software furnished hereunder is enjoined as a result of such suit, or if Seller in an effort to mitigate potential damages or expenses desires to curtail providing the Product or software, Seller, at its option and at no expense to Buyer, shall obtain for Buyer the right to use and sell them, or shall substitute an equivalent thereof acceptable to Buyer and extend this indemnity thereto, or shall accept their return from Buyer's inventory and reimburse Buyer the purchase price therefore less a reasonable charge for any wear and tear. This indemnity obligation of Seller does not extend to any suit based upon alleged infringement of any patent or copyright by the combination of any Product or software furnished by Seller with other elements added thereto by Buyer or third parties, or based on theories of Inducement of infringement or contributory infringement, nor does it extend to any alleged infringement arising out of compliance with Buyer-furnished specifications, designs, or instructions or use of Buyer-furnished components. Buyer agrees that it will, upon request of Seller, defend at Buyer's expense any infringement suit against Seller arising out of either compliance with Buyer-furnished specifications, designs, or instructions, or use of Buyer-furnished components or software, and Buyer agrees to pay costs and damages finally awarded in any such suit, provided that Buyer is notified promptly of the suit and, at Buyer's request, is given control of such suit and all requested reasonable assistance for the defense of the same.

IN NO EVENT SHALL BUYER OR SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM INFRINGEMENT OF PATENTS OR COPYRIGHTS.

(8) LICENSES.

a. The sale of the Products or software furnished hereunder does not convey any license by implication, estoppel or otherwise under any proprietary or patent rights of Seller covering combinations of these Products or software with other elements. Unless otherwise agreed to in writing, Seller retains title and all rights to inventions relating to the Product(s) covered by this Agreement. Except as specifically provided herein, this Agreement conveys no license to Buyer under any intellectual property rights of Seller.

b. The Products Buyer purchases from Seller may contain software in the form of firmware programs built into their circuitry or loaded into electronic memory. Buyer's purchase of that Product includes a non-exclusive license to use and sub-license the software only as part of the Product and only under the following conditions: (a) Seller (or its supplier) retains all title and ownership to copyright and other intellectual property interests in the software; (b) Buyer will only transfer possession of the software in conjunction with a transfer of Product; and (c) Buyer shall not remove any copyright notice or proprietary legend from the software, or use the software

with any hardware except with the Seller hardware product for which it is designed.

c. Buyer acknowledges Seller's claim that Seller provided software (including any related documentation or source code), if any, and Products furnished hereunder contain valuable trade secrets of Seller and, therefore, agrees that it will not translate, reverse engineer, de-compile or disassemble or make any other unauthorized use of such Seller software and Products. Since unauthorized use of such Seller software and Products will greatly diminish the value of such trade secrets and cause irreparable harm to Seller, Buyer agrees that Seller, in addition to any other remedies it may have, shall be entitled to equitable relief to protect such trade secrets, including without limitation temporary and permanent injunctive relief without the proving of damage by Seller.

d. Buyer is not permitted to use any trademark or trade name owned by Seller, except that Buyer may indicate that the Products sold to Buyer per this Agreement are "manufactured by Continental Automotive Systems, Inc." or, as appropriate, any other Continental business entity. Any other use of a Seller owned trademark is not permitted, except with Seller's prior written approval.

e. Buyer shall take any and all measures necessary to ensure that any intellectual property embodied by, or associated with the Products is fully retained by Seller even to the extent provided to entities that are U.S. government agencies, U.S. government prime contractors or grantees, subcontractors, or vendors to the aforementioned (collectively "Government Buyers"). Seller grants no license or other authorization for Government Buyers or others to use, disclose, reproduce, reverse engineer, or alter the Products or any related intellectual property except to the extent specifically provided in these Conditions of Sale. Buyer agrees to treat and ensure that others treat any intellectual property of Seller as intellectual property developed at exclusive private expense, in a manner so as to ensure that all such intellectual property is fully retained by Seller without the provision of any title to or license in such intellectual property being provided to Government Buyers or third parties except to the extent provided for in these terms and conditions. Any firmware or software documentation provided by Seller consists of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, and the Government's rights in the Firmware and Documentation will thus not exceed those set forth in these Conditions of Sale. This is in accordance with 48 C.F.R. 227.7201 through 227.7202-4 (if this Agreement is with a Department of Defense ("DOD") agency) and with 48 C.F.R. 2.101 and 12.212 (if this Agreement is not with a DOD agency).

f. The parties agree that in the event the Seller develops any proprietary information, intellectual property, work product, concepts, or ideas for inventions, copyrights, whether registered or not, improvements or valuable discoveries and ideas, whether patentable or not (collectively "intellectual property"), which are conceived, made, first reduced to practice, or generated by Seller in connection with the Products, solely or jointly with another, all rights and ownership in such intellectual property shall be with Seller.

(9) CONFIDENTIAL INFORMATION. To the extent that protection of information or materials to be transferred pursuant to this Agreement is covered by an existing confidentiality agreement, the existing agreement shall apply. Otherwise, the following terms shall apply: Seller may furnish to Buyer information and materials (Materials) identified as confidential or proprietary. Buyer may not disclose such Materials to any third party except to its employees who may require use of the Materials in the performance of their duties, and Buyer may use such Materials only as authorized by Seller. Buyer's obligations with respect to such Materials shall continue for five (5) years after receipt of the Materials.

(10) IMPORTATION AND EXPORTATION. Buyer shall comply with all applicable export control laws and shall not, directly or indirectly export, reexport, resell, ship, or divert any Product, Material, service, technical data, or software furnished hereunder to any person, entity, project, use, or country in violation of the laws or

licensing requirements of the United States or any other appropriate national authority. Buyer shall indemnify and hold Seller harmless for any and all claims, demands, cost, fines, penalties, fees, expenses, or losses arising from Buyer's failure, intentional or unintentional, to comply with the foregoing paragraph.

Except to the extent and in a manner specifically agreed by Seller in advance in a signed writing executed by an authorized representative of Seller, Buyer shall in no event (a) provide to Seller any products, information, materials, software, data, or technology ("Materials") subject to restrictions on exportation or disclosure pursuant to U.S. export control laws, including but not limited to the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR"), or U.S. trade sanctions (such Materials being collectively referred to herein as "Export Controlled Materials"), or (b) require Seller to design, manufacture, modify, sell or otherwise take action with respect to Export Controlled Materials.

In the event the Product(s) are exported or re-exported from Canada, the Buyer shall comply with all applicable laws, regulations and policies, and shall apply for and receive applicable export permits prior to exportation. This includes, but is not limited to, laws relating to U.S. re-export permits and country sanctions. Any export, directly or indirectly, which is effected contrary to Canadian export control laws, or any other applicable law, regulation or policy, is prohibited. To the extent that the Canadian Buyer handles ITAR-controlled and related U.S. goods, it shall register where required with the Controlled Goods Directorate of Canada and abide by all applicable rules and laws in relation to same.

(11) COMPLIANCE. In the event that Buyer elects to sell Seller's Products or services to the U.S. Government or any state, local or non-U.S. Government entity, or to a prime contractor or other subcontractor selling to such entities, Buyer does so solely at its own option and risk. Except as indicated in the paragraph below, Buyer remains exclusively responsible for compliance with all contractual obligations and laws governing such sales and agrees not to obligate Seller as a subcontractor or otherwise to such entities. Further, Seller makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services, or prices to satisfy any such statutes, regulations, or contractual obligations.

If Buyer is specifically required to "flow down" the following clauses to Seller under the terms of a U.S. federal government contract or subcontract, Buyer and Seller agree that any goods and services provided by Seller are "commercial items" as defined in Federal Acquisition Regulation ("FAR") section 2.101 and Seller will consider agreeing to the following FAR clauses listed in FAR clause 52.244-6 "Subcontracts for Commercial Items": 52.203-13, 52.219-8, 52.222-26, 52.222-35, 52.222-36, 52.222-40, 52.222-50, 52.247-60, and 52.247-64. Any such agreement by Seller must be in a signed writing executed in advance by an authorized representative of Seller.

(12) GENERAL.

a. Buyer agrees that these Conditions of Sale and any terms included on Seller's quotation or order acknowledgment are the exclusive statement of the terms and conditions of the agreement between the parties and that they supersede all proposals and other communications between the parties, oral or written, relating to the subject matter hereof.

b. No modifications hereto shall be effective unless they are agreed upon in writing by both parties.

c. Except as specifically provided in these Conditions of Sale, Buyer shall have no right to return Products to Seller.

d. The failure of either party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions in this Agreement or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of the future

performance of any such term, covenant, or condition or the future exercise of any such right.

e. No right, interest or obligation in this Agreement may be assigned or delegated by either party without the written permission of the other party. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors.

f. If any provision of this Agreement is contrary to, prohibited by or held invalid by any law, rule, order or regulation of any government or by the final determination of any State or Federal court, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

g. Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.

h. This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan, without reference to principles of choice and conflicts of laws. The Parties agree that the sole and exclusive venue for all disputes, claims or causes of actions shall be within the geographic bounds of the U.S. District Court for the Eastern District of Michigan. In the particular case in which both Buyer and Seller are companies duly incorporated under Mexican Law, this Agreement shall be considered as a contract made and to be performed at Mexico City, Mexico, and all disputes and causes of action between the parties related thereto shall be governed exclusively by and construed in accordance with the laws of Mexico City, Mexico, without regard to its conflicts of laws' provisions. In the particular case in which both Buyer and Seller are companies duly incorporated under Canadian Law, this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflicts of laws' provisions. Buyer and Seller exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

i. The parties agree that any claim or dispute arising from this transaction will be submitted to non-binding mediation prior to initiation of any formal legal process. Such mediation will occur in Auburn Hills, Michigan, and the parties will bear their own expenses concerning the mediation.

5/16/2023

Re. Bid # IPWQ 5891-23

- Belt price for the purchase of one belt at 310' is \$62,782.56
- Delivery is approximately 30wks. On new Grizzly belts, ash belting is stocked at Spokane Belt Shop.
- Per pricing agreement Due To Price Volatility Unit Pricing to Be Negotiated Immediately upon Belt 1, being purchased and installed.

PRICING PAGE

IPWQ 5891-23

CONVEYOR BELTS: PURCHASE, INSTALLATION, and REPAIR, AS-NEEDED - PW Maint On Call Scheduled and Unscheduled

Unit pricing is not to include tax. The City will apply applicable tax rate to Bidder's response when tabulating bids. (Sales tax. 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.)

GRIZZLY FEED CONVEORY BELT:

3/375PLPSTKR4X1N/N-27" (3 PLY / 375 Pounds Per Inch of Width, Stacker 4x1 (implying 1/4 Top Cover and 1/16 Bottom Covering), Nylon/Nylon Carcass, 72" Wide x 310' Long).

Unit price per convey belt is to be inclusive of all freight and transportation cost.

GRIZZLY FEED CONVEORY BELT 1: **\$ 54,250** Unit Price Does Not Include Tax.
Valid from 6/15/2023 through 6/14/2024.

GRIZZLY FEED CONVEORY BELT 2: **\$ 54, 250** Unit Price Does Not Include Tax.
Valid from 6/15/2023 through 6/14/2024.

GRIZZLY FEED CONVEYOR BELT-Additional Belts That May Be Required 6/15/2023 Through 6/14/2024:
Due To Price Volatility Unit Pricing To Be Negotiated Immediately Upon Belt 1, Being Installed, and so on...

FLY ASH TRANSFER CONVEYOR BELT: 18" WIDE, 3PLY 330PIW 3/16 X 1/16 GR2 belting. 97' Length

Unit price per convey belt is to be inclusive of all freight and transportation cost.

FLY ASH TRANSFER CONVEYOR BELT: **\$ 3044** Unit Price Does Not Include Tax.
Valid from 6/15/2023 through 6/14/2024.

FLY ASH TRANSFER CONVEYOR BELT-
Additional Belts That May Be Required 6/15/2023 Through 6/14/2024:
Due To Price Volatility: Unit Pricing To Be Negotiated Immediately Upon Belt 1, Being Installed, and so on...

FLY ASH COLLECTING CONVEYOR BELT: 18" WIDE, 3PLY 330PIW 3/16 X 1/16 GR2 belting. 35' Length

Unit price per convey belt is to be inclusive of all freight and transportation cost.

FLY ASH COLLECTING CONVEYOR BELT 1: **\$ 1098.66** Unit Price Does Not Include Tax.
Valid from 6/15/2023 through 6/14/2024.

FLY ASH COLLECTING CONVEYOR BELT 2: **\$ 1098.66** Unit Price Does Not Include Tax.
Valid from 6/15/2023 through 6/14/2024.

FLY ASH COLLECTING CONVEYOR BELT-
Additional Belts That May Be Required 6/15/2023 Through 6/14/2024:
Due To Price Volatility Unit Pricing To Be Negotiated Immediately Upon Belt 1, Being Installed, and so on...

BELT REPAIR SERVICES THAT MAY BE REQUIRED 6/15/2023 THROUGH 6/14/2024:

| UNIT PRICE TO BE INCURRED FOR BELT REPAIR SERVICES ONLY (NOT FOR BELT CHANGE-OUTS) | | | | |
|---|--|--|-------------------|-----------------------|
| Lin e # | Description | Estimated Hours, More Or Less, That Could Be Incurred During A Twelve Month Period For Belt Repairs | Unit Price | Extended Total |
| 1 | Straight Time Hourly Rate | 10 Hours (More or Less), | \$214/ HR | |
| 1.1 | Estimated Straight Time Cost In A 12-Month Period: Bidder would multiple Straight Time Hourly Rate by estimated 10 hours, to calculate estimated extended total. | | | \$2140 |
| 2 | Time and a Half Rate | 10 Hours (More or Less) | \$321 / HR | |
| 2.1 | Estimated Straight Time Cost In A 12-Month Period: Bidder would multiple Straight Time Hourly Rate by estimated 10 hours, to calculate estimated extended total. | | | \$3210 |
| 3 | Double Time Rate | 3 Hours | \$428 / HR | |
| 3.1 | Estimated Double Time In A 12-Month Period. Bidder would multiple Double Rate by estimated 3 hours, to calculate estimated extended total | | | \$1284 |
| 4 | Emergency Time Hourly Rate | 5 Hours (More or Less), | \$321/ HR | |
| 4.1 | Estimated Emergency Time In A 12-Month Period: Bidder would multiple Emergency Time Hourly Rate by estimated 5 hours, to calculate estimated extended total | | | \$1605 |
| 5 | Percentage Markup For Parts/Material Above Cost. | | 18% | |
| 5.1 | Estimated Cost In A 12-Month Period For Parts/Material is \$1000 More or Less. Bidder would multiply Percentage Markup for Parts/Material Above Cost by estimated cost of \$1000 to come up with an extended total. (Example 5% Markup would equate to an extended total of \$1050.) | | | \$TBD |
| 6 | List Any Other Cost To Be Incurred for Belt Repair Services That Was "NOT" Listed Above | | | |
| 6.1 | Price does on include installation of parts discovered damaged during belt installation, extra parts needed, extra time, supplies, tools, loss of time to complete repairs. | | | \$TBD |
| 6.2 | | | | \$ |
| Estimated Subtotal To Be Incurred within a 12-month period. Does Not Include Tax | | | | \$TBD |

BELT CHANGE OUT SERVICES THAT MAY BE REQUIRED 6/15/2023 THROUGH 6/14/2024:

GRIZZLY FEED CONVEORY BELT:

Scheduled Belt Change Out, Bidder Request Advance Notice of: 2 Weeks

\$ 9,662.00 Firm Fixed Price. Does Not Include Tax.

Unscheduled Belt Change Out.

\$ 9662.00 Firm Fixed Price. Does Not Include Tax.

FLY ASH TRANSFER CONVEYOR BELT:

Scheduled Belt Change Out, Bidder Request Advance Notice of: 2 weeks

\$ 3658.54 Firm Fixed Price. Does Not Include Tax.

Unscheduled Belt Change Out.

\$ 3658.54 Firm Fixed Price. Does Not Include Tax.

FLY ASH COLLECTING CONVEYOR BELT:

Scheduled Belt Change Out, Bidder Request Advance Notice of: 2 weeks

\$ 3658.54 Firm Fixed Price. Does Not Include Tax.

Unscheduled Belt Change Out.

\$ 3658.54 Firm Fixed Price. Does Not Include Tax.



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

| | |
|---|--|
| Bidders shall complete, sign and submit this form with attachments with Bid. | |
| | |
| Project Name CONVEYOR BELTS: PURCHASE, INSTALLATION, and REPAIR, AS-NEEDED - PW Maint On Call Scheduled and Unscheduled | |
| Project # IPWQ 5891-23 | |
| Part A: General Company Information | |
| Company Name Applied Industrial Technologies, Inc. | |
| Address 301 N. Fancher Spokane WA 99212 | |
| Contact Name and Title Jason Turningrobe, Account Manager | |
| Contact Phone 509-535-2955 | Contact E-mail jturningrobe@applied.com |
| Years in business as a Prime Contractor 20 | Years in business as a sub-contractor 20 |
| Years in business under present Name 20 | |
| List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years n/a | |
| Explain reason for name change(s) in the past five (5) years n/a | |
| | |
| Part B: Work Experience | |
| If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project | |
| | |
| Part C: Performance Evaluation | |
| Under past or present names does the bidder have a history of receiving “deficient” or “inadequate” evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If “Yes” attach a separate, signed / dated statement listing the projects and an explanation. | |
| | |
| Part D: Record of Debarment / Disqualification | |
| Has the bidder (including the primary contractor, any firm with which any of the primary contractor’s owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If “Yes”, attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action. | |
| Part E: Safety | |
| In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight? NO | |

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

Yes No

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

Part F: Environmental

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

Yes No

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

Part G: Discrimination

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

Yes No

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

Part H. Prevailing Wage

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

Yes No

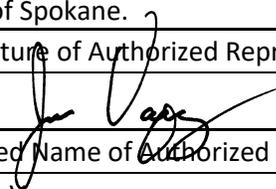
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of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

Part I. Claims Against Retainage and Bonds

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

Yes No

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

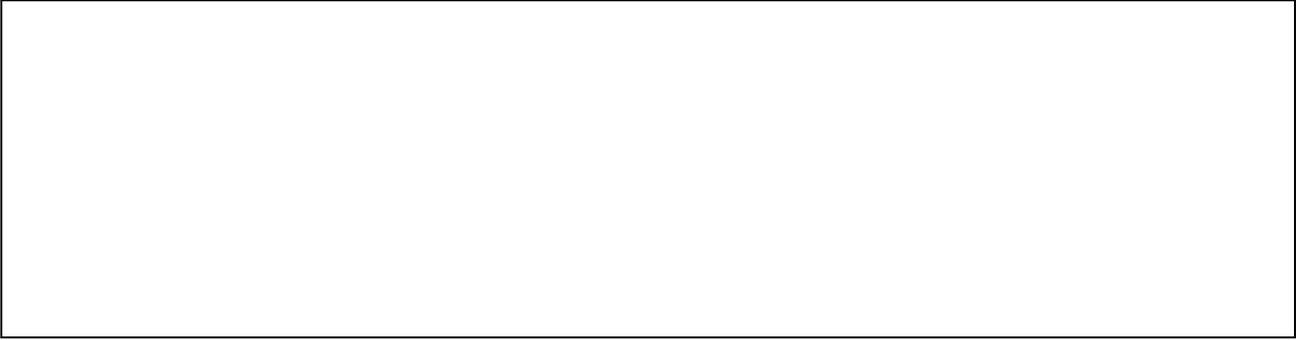
| | |
|---|----------------|
| Part J. Termination for Cause | |
| Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion. | |
| Part K: Litigation | |
| Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion. | |
| Part L: Delinquent State Taxes | |
| Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List". | |
| Part M: Subcontractor Responsibility | |
| Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors. | |
| 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 |
|  | May 8, 2023 |
| Printed Name of Authorized Representative | Title |
| Jason Vasquez | Vice President |

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

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

PROJECT DETAIL

| | | | |
|---|-----------------------|--|----------------------|
| Bidder's Company Name Applied Industrial Technologies, Inc. | | Bidders Contact Name & Phone Number 509-535-2955 | |
| Project Name Conveyor Belts: Purchase, Installation, and Repair, As-needed-PW Mait On Call Scheduled and Unscheduled | | Project Contract Number IPWQ5891-23 | |
| Project Owner Spokane WTEF | | Project Location WTEF Spokane | |
| 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 Sale, installation, repair of Grizzly and Fly Ash Transfer, and Fly Ash Collecting conveyor belts. | | | |
| Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Applied Industrial Technologies has extensive previous experience regarding WTEF conveyor belt installations and repairs. The Applied Industrial Technologies Spokane Belt Shop has extensive experience in the sale, installation and repair of all types of conveyor belts in all types of industries including aggregate, Timber, mining, manufacturing and food. Applied Industrial Technologies has been the contractor for many years and has an excellent working relationship with the City of Spokane particularly the WTEF. | | | |



5/8/2023

Re; Conveyor Belts: Purchase, Installation, and Repair, as-needed,-PW Maint on Call Scheduled and
Unscheduled

Project No. IPWQ 5891-23

Applied Industrial Technologies acknowledges that belts must be rolled and palletized when delivered to
enable unloading via WTEF Forklift.

SUBCONTRACTOR LIST

PROJECT NAME: *Conveyor Belts: Purchase, installation & Repair as Needed*
IPWQ 5891-23

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. _____

~~_____~~ **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**

May 5, 2023

City of Spokane

Re; IPWQ 5891-23

Grizzly Belt and Ash Belts

On behalf of Applied Industrial Technologies Spokane Service Center, wish to present this bid for approval to provide Purchase, Installation, and Repair of the Grizzly and Ash belts. We have vast experience with WTEF conveyor systems, and have provided these products for industries throughout the northwest including timber, mining, and aggregate. We feel with these top quality Continental Belt products, Applied Industrial Technologies will exceed expectations the City of Spokane Waste to Energy Facility may have.

We are enthusiastic about the opportunity to further strengthen our relationship and grow our business together. If you have any questions or need any additional information, please do not hesitate to contact me at any time.

Respectfully

Jason Turningrobe

Account Manager

Applied Industrial Technologies

Spokane WA 99212

509-535-2955

PLYLON PLUS STACKER 375/3/72 1/4 X 1/16" N/N

Continental Textile Belt Dimensional Details

| | | |
|---------------------------|--------------------------------|-------------------------|
| # of Rolls: | <input type="text" value="1"/> | |
| | Metric | Imperial |
| Max. roll dia: | 3.66 m | 144 in |
| L @ Max diam: | 800 m | 2625 ft |
| L @ 3.5:1 | 2469 m | 8098 ft |
| | Metric | Imperial |
| Dimensional Detail | | |
| Carcass Gauge: | 5.08 mm | 0.20 in |
| Belt OAG: | 13.02 mm | 0.51 in |
| Carcass Wt: | 5.50 kg/m ² | 1.12 lb/ft ² |
| Belt Weight: | 26.93 kg/m | 18.1 lb/ft |
| Total Belt Length: | 113 m | 370 ft |
| Roll Length: | 113 m | 370 ft |
| Roll Diam: | 1.425 m | 56.1 in |
| Dia./Width: | 0.8 | |
| Roll Weight: | 3038 kg | 6699 lb |
| Cubage: | 3.7 m ³ | 131.0 ft ³ |

| | | |
|-----------|----------------------|-----------------------------|
| Customer: | <input type="text"/> | |
| Contact: | <input type="text"/> | |
| Address: | <input type="text"/> | |
| Address2: | <input type="text"/> | |
| Location: | <input type="text"/> | State: <input type="text"/> |
| Phone: | <input type="text"/> | |
| Conveyor: | <input type="text"/> | |

Calculations are based on catalog tables. Consult your Sales Representative for a Minuteman analysis.
 This sheet is to provide approximate dimensional details only. DO NOT USE TO CREATE ORDERS.

| | | |
|---------------------------|---------------|---|
| Belt Construction | Pylon Plus | ▼ |
| Rubber Compound | DEFENDER PLUS | ▼ |
| Carcass | 330/3 | ▼ |
| Belt Width | 18" | ▼ |
| Top Cover Gauge | 1/4 in | |
| Bottom Cover Gauge | 1/16 in | |
| Belt Length | TBD ft | |



Continental
13601 Industrial Parkway
Marysville, OH 43040-9509

v 9.7



PLYLON PLUS DEFENDER PLUS 330/3/18 1/4 X 1/16"

DEFENDER PLUS

| International Standards

| ARPM Grade I, DINZ, AS Grade N & E

An ARPM Grade I rubber compound designed to provide excellent abrasion resistance, very good gouge resistance and excellent flexing life.

Resistance Properties

| | |
|--------------------------|-----------|
| Abrasion | Excellent |
| Flame | No |
| Cut & Gouge | Very Good |
| Oil | No |
| Static Conductive | ISO 284 |
| Low Extraction | Yes |

Physical Properties

| | | |
|---------------------|------|---------|
| Tensile | 2800 | psi |
| Elongation | 560 | % |
| DIN Abrasion | 90 | cu.mm |
| Hardness | 60 | Shore A |

Material Temperature

| | |
|-------------------------|--------------|
| Low Temperature | -40 degree F |
| High Temperature | 212 degree F |

Conveyor Belt Data

| | |
|-------------------------------------|---------------|
| Warp Yarn | Polyester |
| Weft Yarn | Polyester |
| Nominal Carcass Gauge | 0.161 in |
| Nominal Overall Gauge | 0.474 in |
| Nominal Carcass Weight | 1.06 lb/sq.ft |
| Nominal Belt Weight | 4.7 lb/ft |
| Average Permanent Elongation | 0.8 % |
| Elastic Modulus | 34,500 piw |
| Step Length | 10 in |
| Recommended Fasteners | Plate 190 |
| | Hinge R2 |
| | Hinge U35A |



| | |
|--------------------------|----------|
| Ultimate Tensile | 3310 PIW |
| Rip | 1550 lbs |
| Longitudinal Tear | 400 lbs |
| Transverse Tear | 420 lbs |

Load Support

Max Belt Width (in)

| Load Support | 20 deg | 35 deg | 45 deg |
|--------------------|--------|--------|--------|
| 0-40 lbs/cu.ft | 60 | 54 | 48 |
| | 60 | 48 | 42 |
| | 54 | 48 | 42 |
| 41-80 lbs/cu.ft | 48 | 42 | 36 |
| | 42 | 36 | 30 |
| | 36 | 30 | 24 |
| Over 120 lbs/cu.ft | 24 | 18 | 12 |
| | 18 | 12 | 6 |
| | 12 | 6 | 3 |

Troughability Min. Belt Width (in)

| | |
|----------------------|----|
| 20 deg idlers | 18 |
| 35 deg idlers | 24 |
| 45 deg idlers | 30 |

If top and pulley cover are balanced or less than 1/16" differential, add 6" to the minimum belt width.

Minimum Pulley Diameters (in)

| | |
|---------------------------|----|
| Over 80% Tension | 18 |
| 60% to 80% Tension | 16 |
| 40% to 60% Tension | 12 |
| Up to 40% Tension | 12 |

If the cover gauge exceeds 1/2" please consult ContiTech for the appropriate minimum pulley diameters.

Note: Widths in red indicate that your selected width is outside the recommended guidelines for this application. Please consult ContiTech.

Monday, May 15, 2023

Belt Selection Version 9.7

12:03:42 h



Agenda Sheet for City Council Meeting of:
07/17/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 6/28/2023 |
| Clerk's File # | RES 2023-0060 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | GIACOBBE BYRD X6715 |
| Contact E-Mail | GBYRD@SPOKANECITY.ORG |
| Agenda Item Type | Resolutions |
| Agenda Item Name | 0320 - COUNCIL PRESIDENT APPOINTMENT RESOLUTION |

Agenda Wording
A Resolution appointing _____ to fill the position of Spokane City Council President vacated by Breean Beggs.

Summary (Background)
On June 28, 2023, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm. This resolution assumes that Council would appoint someone from its current membership to serve as Council President after Council President Beggs vacates the position. Council would need to amend this resolution to specify who from its current membership would be appointed to the position.

| | | |
|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Neutral | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|----------------|------------------------------|---------------------------|
| Approvals | | Council Notifications | |
| Dept Head | BYRD, GIACOBBE | Study Session\Other | UE 07/10/2023 |
| Division Director | | Council Sponsor | CM's Kinnear and Stratton |
| Finance | | Distribution List | |
| Legal | | gbyrd@spokanecity.org | |
| For the Mayor | | | |
| Additional Approvals | | | |
| Purchasing | | | |
| | | | |
| | | | |
| | | | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|---|---|
| Submitting Department | City Council |
| Contact Name | Giacobbe Byrd |
| Contact Email & Phone | gbyrd@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Council President Appointment RES |
| Summary (Background) | <p>On June 28, 2023, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Spokane City Charter section 8(C) states, "In the event of a vacancy in the office of mayor or council president, the members of the council may follow the procedure of Section 8(B), or they may elect one of their number to the vacant office of mayor or council president and follow the procedure of Section 8(B) to appoint a person from the district in which the vacancy occurred to the position left vacant by the person assuming the office of mayor or council president"</p> <p>This resolution assumes that Council would appoint someone from its current membership to serve as Council President after Council President Beggs vacates the position.</p> <p>Council would need to amend this resolution to specify who from its current membership would be appointed to the position.</p> |
| Proposed Council Action | 07/17/2023 |
| Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This resolution complies with the City Charter and City Council Rules.

RESOLUTION NO. 2023-0060

A Resolution appointing _____ to fill the position of Spokane City Council President vacated by Breean Beggs.

WHEREAS, the City Council received notice from Council President Breean Beggs that he is vacating his position effective July 13, 2023 at 11:00pm; and

WHEREAS, the Spokane City Charter section 8(C) states, “In the event of a vacancy in the office of mayor or council president, the members of the council may follow the procedure of Section 8(B), or they may elect one of their number to the vacant office of mayor or council president and follow the procedure of Section 8(B) to appoint a person from the district in which the vacancy occurred to the position left vacant by the person assuming the office of mayor or council president”; and

WHEREAS, City Council Rule 7.1(H) states, “If the Council President position becomes vacant, the City Council may elect to appoint one of the existing Council Members to fill the position of Council President”; and

WHEREAS, City Council Rule 7.1(H) also states, “If, upon a motion of the City Council, the City Council decides to consider someone other than an existing Council Member to fill the vacant position of Council President, the City Council shall follow the selection procedure set forth [in Council Rules]”; and

WHEREAS, in accordance with RCW 29A.24.020, the person who wins the current election for City Council President will take office upon certification of the election results by the County Auditor, which is expected to occur on November 28, 2023; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council, to ensure a seamless transition, and in compliance with the City Charter and Council Rules, elects to appoint one of the existing Council Members to fill the position of Spokane City Council President until certification of the election results by the County Auditor in accordance with RCW 29A.24.020; and

BE IT ALSO RESOLVED that the Council appoints _____ from its current membership to serve at Council President effective immediately.

BE IT ALSO RESOLVED that per Council Rule 7.1(A), this resolution serves as written notice of a vacancy of a City Council Member; and

BE IT ALSO RESOLVED that applications for the vacant City Council Member position will open on Tuesday, July 18, 2023 and the deadline for interested parties to submit their applications to be considered for the vacant City

Council Member seat is 5:00 P.M. on Friday, August 4, 2023 and that applications and submission instructions can be found here: ; and

BE IT ALSO RESOLVED that Council intends to interview candidates based on Council Member prioritization of the applicants at their regularly scheduled Study Session on Thursday, August 24, 2023; and

BE IT ALSO RESOLVED that Council intends to consider a resolution appointing a new Council Member on Monday, August 28, 2023; and

Adopted by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

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

07/17/2023

Date Rec'd

6/28/2023

Clerk's File #

RES 2023-0061

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

GIACOBBE BYRD X6715

Project #**Contact E-Mail**

GBYRD@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - 2023 BOARDS AND COMMISSIONS UPDATES RESOLUTION

Agenda Wording

A Resolution amending the appointments of Council Members to boards and commissions.

Summary (Background)

On June 28, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm. The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards. This resolution amends the assignment of City Council members to the various boards, commissions, and committees.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BYRD, GIACOBBE

Study Session\Other

UE 07/10/2023

Division Director**Council Sponsor**

CM Kinnear & CM Stratton

Finance**Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|---|---|
| Submitting Department | City Council |
| Contact Name | Lori Kinnear |
| Contact Email & Phone | lkinnear@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 2023 Boards and Commissions Updates RES |
| Summary (Background) | <p>On June 28, Council President Beggs notified City Council that he is vacating his position effective July 13, 2023 at 11:00pm.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The City Council’s rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.</p> <p>This resolution amends the assignment of City Council members to the various boards, commissions, and committees.</p> |
| Proposed Council Action | 07/17/2023 |
| Fiscal Impact | |
| Total Cost: <u>N/A</u> | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This resolution complies with City Council Rules. | |

RESOLUTION NO. 2023-0061

A Resolution amending the appointments of Council Members to boards and commissions.

WHEREAS, the City Council’s rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards; and

WHEREAS, the City Council by this resolution intends to amend the assignment of City Council members to the various boards, commissions, and committees, to ensure that the City of Spokane is well-represented across the wide array of subject areas in which the Council works across the region and in which they interact with members of the public.

NOW THEREFORE, BE IT RESOLVED that the City Council adopts Attachment ‘A’ to this resolution as the assignment of Council members to the various boards, commissions and committees for 2023.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts 2024 appointments via resolution except for the Airport Board, on which the Council Member appointed shall serve the remainder of Breean Begg’s 3-year term, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that this resolution and its accompanying attachment supersede all prior assignments of City Council members to the various boards, commissions, and committees for 2023.

Adopted by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

| Contact | Committee/Board | 2023 | 2023 Totals (inc. committee chairs/vice) | |
|---------------------|---|--------------------------------------|--|----|
| | Council President Pro-Tem | Lori Kinnear Betsy Wilkerson | Beggs | 0 |
| | Standing Council Committees | | Bingle | 11 |
| | Urban Experience | Chair: Stratton; Vice: Zappone | Cathcart | 15 |
| | Finance & Administration | Chair: Wilkerson; Vice: Cathcart | Kinnear | 13 |
| | Public Infrastructure, Environment & Sustainability | Chair: Kinnear; Vice: Bingle | Stratton | 11 |
| | Public Safety & Community Health | Chair: Cathcart; Vice: Beggs Kinnear | Wilkerson (inc. Pro-Tem) | 12 |
| | Boards and Commissions | | Zappone | 18 |
| | 911 Integrated Response Committee | N/A | | |
| Khristina Scheid | Aging and Long Term Care | Stratton | | |
| Terri Hart - thart | Airport Board (3 year term through 12/2025) | Beggs Zappone | | |
| Alicia Seegers M | Association of Washington Cities Board | Wilkerson, Zappone | | |
| Matt Boston - m | Budget | Beggs, Wilkerson, Cathcart, Zappone | | |
| Ariane Schmidt - a | BROADLINC Governing Board | Cathcart | | |
| Annie Deasy - ad | Community Assembly | Rotates | | |
| Tim Sigler - tsigl | Community Health and Human Services | Stratton, Wilkerson | | |
| Patrick Striker - p | C.O.P.S. Liaison | N/A | | |
| Alex Gibilisco - a | Council Staff Lead/Liaison - Equity Subcommittee | Wilkerson | | |
| Nicolette Ochelt | Council Staff Lead/Liaison - Housing Action Subcommittee | Cathcart | | |
| Kara Odegard - k | Council Staff Lead/Liaison - Sustainability Action Subcommittee | Kinnear | | |
| Hannahlee Aller | Council Office Strategic Planning Working Group | Beggs, Kinnear, Zappone, Cathcart | | |
| Kevin Freibott - k | Docketing | N/A | | |
| Amber Peckham | Downtown Spokane BID Board (Liaison Member) | Bingle | | |
| | Downtown Spokane Partnership (Liaison Member) | Cathcart | | |
| Christine Shisler | Fire Pension (must include Finance Chair) | Cathcart, Wilkerson | | |
| Jane Farstrider - j | Growth Management Act Steering Committee of Elected Officials | Beggs, Cathcart, Kinnear, Stratton | | |
| | GMA SCEO Subcommittee | Kinnear | | |
| Jerrall Haynes - j | Human Rights Commission | Stratton | | |
| | Investment Committee | N/A | | |
| Erik Poulsen - ep | Legislative Team | Beggs, Zappone, Bingle, Wilkerson | | |
| Andrew Chanse | Library Board | Zappone | | |
| | Lodging Tax Advisory Committee (PFD) | Zappone | | |
| | Lodging Tax Advisory Committee (1.3%) | Zappone | | |
| | Mayor's Economic Advisory Committee | Rotates | | |
| | MFTE Review & Update Committee | N/A | | |

| | | | | |
|--------------------|--|---------------------------------------|--|--|
| | Neighborhood Council Working Group | Beggs, Cathcart, Zappone, Kinnear | | |
| Pamela Clarke - | Park Board | Bingle | | |
| Pamela Clarke - | Park Board Exec Committee | Bingle | | |
| Kris Becker - kbe | Parking Advisory Committee | Kinnear, Stratton | | |
| | Partnership Policy (Schools, Parks, Libraries) | Bingle, Zappone | | |
| Louis Mueler - Ir | Plan Commission | Zappone | | |
| Louis Mueler - Ir | Plan Commission - Transportation Sub. | Bingle | | |
| Ryan Oelrich - P | Priority Spokane | Stratton | | |
| Angie Napolitan | Police Advisory Committee | Cathcart | | |
| Christine Shisler | Police Pension | Beggs, Cathcart, Kinnear | | |
| | Recovery Plan Workgroup | Beggs, Wilkerson, Zappone, Bingle | | |
| | Salmon Restoration Lead Entity Community Advisors | Stratton | | |
| Melissa Huggins | Spokane Arts | Stratton | | |
| Phill Tencick - pt | Spokane Employees Retirement Board | Bingle | | |
| Deb Geiger - dge | Spokane Regional Solid Waste Liaison Board | Bingle | | |
| Julie Meyers-Lef | Spokane Regional Transportation Council | Wilkerson, Zappone | | |
| Dana Infalt - DI | Spokane Transit Authority (all members are alternates) | Kinnear, Stratton, Wilkerson, Zappone | | |
| Dana Infalt - DI | STA Central City Line | Kinnear | | |
| | Strategic Planning Committee | Kinnear, Stratton, Cathcart | | |
| Maureen Dodro | TPA Commission/Hotel Motel Commission | Zappone | | |
| Shauna Harshm | Traffic Calming/PhotoRed | Beggs, Cathcart, Zappone, Kinnear | | |
| Alden Jones - AJ | University District PDA | Beggs Bingle | | |
| Joanne Ross - jrc | Visit Spokane | Zappone | | |
| Sueann Herkel - | West Plains PDA/S3R3 | Beggs Wilkerson | | |
| David Guthrie - | The Yard PDA | Cathcart | | |



Agenda Sheet for City Council Meeting of:

06/26/2023

| | |
|-----------------------|------------|
| Date Rec'd | 6/22/2023 |
| Clerk's File # | ORD C36405 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | COUNCIL X6718 MEMBERS BINGLE & ZAPPONE |
| Contact E-Mail | JGUNN@SPOKANECITY.ORG |
| Agenda Item Type | First Reading Ordinance |
| Agenda Item Name | 0320 - INTERIM PARKING REGULATIONS FOR HOUSING |

Agenda Wording
 An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code

Summary (Background)
 An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

| | | |
|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Neutral \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |

| | | | |
|-----------------------------|----------------|------------------------------|------------------------|
| Approvals | | Council Notifications | |
| Dept Head | BYRD, GIACOBBE | Study Session\Other | PIES 06/26/2023 |
| Division Director | | Council Sponsor | CM Zappone & CM Bingle |
| Finance | | Distribution List | |
| Legal | | zzappone@spokanecity.org | |
| For the Mayor | | jgunn@spokanecity.org | |
| Additional Approvals | | jbingle@spokanecity.org | |
| Purchasing | | cldavis@spokanecity.org | |
| | | gbyrd@spokanecity.org | |
| | | | |
| | | | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|---|
| Submitting Department | City Council |
| Contact Name | Jeff Gunn |
| Contact Email & Phone | jgunn@spokanecity.org 6718 |
| Council Sponsor(s) | Bingle, Zappone |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 |
| Agenda Item Name | Interim Parking Regulations for Housing |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program |
| Proposed Council Action | Vote to approve July 10 th |
| Fiscal Impact | |
| Total Cost: <small>Click or tap here to enter text.</small> | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: <small>Click or tap here to enter text.</small> | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| This proposal aims to reduce the barriers to increasing affordable housing options in the city of Spokane and this may increase the opportunity of historically excluded communities to have access to affordable housing. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| Data on the number of increased units during the interim period will be collected. | |

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

It aligns with other policies aimed at increasing housing units in Spokane.

ORDINANCE NO. C36405

AN INTERIM ZONING ORDINANCE concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

WHEREAS, RCW 36.70A.600 encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate for an estimated 6,000 additional housing units by 2037; and

WHEREAS, the region's housing shortage is contributing to rapidly escalating home prices and rents which is a contributing factor in the worsening homelessness crisis in Spokane and the surrounding region; and

WHEREAS, in adopting RES 2021-0062 the City Council specifically calls for the Plan Commission to consider the removal of off-street parking requirements in residential areas in Center and Corridors and within one-half mile thereof, among other incentives, in order to create more opportunities for housing; and

WHEREAS, the City Council finds that this interim zoning ordinance and the housing it will allow are compatible with the City's residential neighborhoods and is consistent with the City's Comprehensive Plan which envisions a variety of housing types in the City's residential neighborhoods; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and streamline municipal procedures to support the development cycle; and

WHEREAS the Mayor's July 26, 2021 proclamation also directed the City to expand the number of attached homes allowed, and to explore the use of an interim zoning ordinance to achieve immediate goals and objectives for increasing densities at transit stops and creating opportunities for a greater variety of housing; and

WHEREAS, the proposed actions will help to more fully implement the housing strategies specified in RCW 36.70A.600(1); and

WHEREAS, by virtue of the public process conducted during creation of the City of Spokane Housing Action Plan, in addition to subsequent engagement efforts, interested agencies and the public have had extensive opportunities to provide comment on housing needs and potential regulatory responses to the housing crisis; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance; and

WHEREAS, during its 2023 Regular Session, the Washington State Legislature enacted Engrossed Second Substitute House Bill 1110 (the "Act"), legislation designed to encourage the creation of more middle housing in areas traditionally dedicated to single-family housing; and

WHEREAS, the Act includes, among other provisions, a prohibition on local requirements for off-street parking as a condition of permitting development of middle housing near certain transit stops; and

WHEREAS, on June 14, 2023, the Washington State Department of Commerce and appropriate state agencies were notified of the City's intent to adopt this Ordinance consistent with RCW 36.70A.106; and

WHEREAS, that, as an emergency item, the interim ordinance is categorically exempt under the State Environmental Protection Action (SEPA) but to provide additional public notice and participation, an environmental checklist and Determination of No Significance were issued by Planning Services on June 23, 2023, and the SEPA comment period ended on July 12, 2023; and

WHEREAS, prior to the City Council public hearing on August 28, 2023, a legal notice of public hearing will be published in the *Spokesman-Review* and the notice of the proposed amendment was distributed to the City's agency/interested party list; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing institutions; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 7 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to assist in implementing the housing strategies specified in RCW 36.70A.600(1) and Engrossed Second Substitute House Bill 1110 in order to increase residential building capacity to help mitigate Spokane's housing shortage emergency.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be

in effect until July 9, 2024, unless extended or cancelled at the public hearing described in Section 5 of this ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to public transit usage, neighborhood impacts, displacement of at-risk communities, and success in generating new housing units.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim zoning ordinance on August 28, 2023. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. That there is adopted a new Chapter 17C.405 of the Spokane Municipal Code, titled Interim Parking Regulations Adopted to Implement RCW 36.70A.600(1), to read as follows:

Chapter 17C.405

Section 17C.405.010: Interim Parking Regulations for Housing

A. Purpose.

The development of off-street vehicle parking spaces can add cost to housing projects. In order to allow for less-costly housing options, the standards of this section allow property owners to choose how much residential off-street parking to provide for their needs. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Applicability

This section applies to Residential Household Living land uses in all areas of the City. Residential Housing Living is defined in SMC 17C.190.110.

C. Expiration.

This section shall expire on July 9, 2024.

D. Adjustment to Minimum Required Parking Spaces.

Notwithstanding other provisions of Title 17C SMC, including table 17C.230-2, Residential Household Living uses located within one-half (.50) mile walking distance of transit stops shall not be required to provide off-street vehicle parking.

E. **Adjustment to Fees.**

Notwithstanding other provisions of Title 17C SMC, including SMC 17C.230.110(D), fees may be charged for the use of off-street vehicle parking spaces in connection with a Residential Household Living use.

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:
07/10/2023

| | |
|-----------------------|------------|
| Date Rec'd | 6/28/2023 |
| Clerk's File # | ORD C36407 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | ABIGAIL MARTIN X6426 |
| Contact E-Mail | AMMARTIN@SPOKANECITY.ORG |
| Agenda Item Type | First Reading Ordinance |
| Agenda Item Name | 0320 - AUTOMATED TRAFFIC SAFETY CAMERAS ORDINANCE |

Agenda Wording
An Ordinance concerning the use of automated traffic safety cameras, extending the termination date for authorization to use automated traffic safety cameras, expanding the use of said cameras to school walk areas, public park speed zones, and hospit

Summary (Background)
Currently there are several speed radar and photo red cameras in use across our City to enhance safety measures and funding Traffic Calming projects. Neighborhood Councils, Spokane Public Schools, and City Council propose expanded sites for speed radar cameras.

| | | |
|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Neutral | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|----------------|------------------------------|------------------------|
| Approvals | | Council Notifications | |
| Dept Head | BYRD, GIACOBBE | Study Session\Other | PIES 06/26/2023 |
| Division Director | | Council Sponsor | CM's Kinnear & Zappone |
| Finance | | Distribution List | |
| Legal | | cwright@spokanecity.org | |
| For the Mayor | | ammartin@spokanecity.org | |
| Additional Approvals | | gbyrd@spokanecity.org | |
| Purchasing | | | |
| | | | |
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Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

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|--|--|
| Submitting Department | City of Spokane City Council office |
| Contact Name | Abigail Martin, Chris Wright |
| Contact Email & Phone | ammartin@spokanecity.org 509.625.6426 |
| Council Sponsor(s) | Council President Breean Beggs |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes |
| Agenda Item Name | Approval of new speed radar cameras |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>Currently there are several speed radar and photo red cameras in use across our City to enhance safety measures and funding Traffic Calming projects. Recently state law was revised to allow automated traffic safety cameras in school walk areas, park speed zones and hospital speed zones. areas, and hospital zones. All expanded locations are within 300ft of schools, hospitals, or park <i>property</i>. For school locations (majority), all revenue remains with the City of Spokane, once costs have been accounted for. For hospital and park <i>property</i> half of the revenue, once costs have been accounted for, goes to the State of Washington.</p> <p>The proposed resolution expands the available locations of cameras and identifies specific locations. The proposed ordinance conforms SMC with the recent legislation and extends the period for use of cameras, currently set to expire in November 2023, to July 2028.</p> |
| Proposed Council Action | Ordinance authorizing expansion of camera use and resolution approving locations |
| Fiscal Impact | <p>Total Cost: <u>TBD</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: ATS is the contract we currently have for this work in the Traffic Calming program, and they source the installation of cameras and then recoup costs on the back end.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>See above.</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>This program generates revenue for the Traffic Calming program, which as previously briefed, is looking at a 4 year project cycle and developing into a sophisticated and complex project list. Expansion of our funding source allows greater opportunity for the project list to be realized.</p> |
| Operations Impacts (If N/A, please give a brief description as to why) | <p>What impacts would the proposal have on historically excluded communities?</p> <p>We have intentionally be strategic about camera location, not preying upon vulnerable communities, rather enhancing safety around schools, hospitals, and park property.</p> |
| | <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> |

ORDINANCE NO. C36407

An Ordinance concerning the use of automated traffic safety cameras, extending the termination date for authorization to use automated traffic safety cameras, expanding the use of said cameras to school walk areas, public park speed zones, and hospital speed zones, and amending sections 16A.64.220 and 16A.64.260 of the Spokane Municipal Code.

WHEREAS, RCW 46.63.170 authorizes local jurisdictions to install and operate automated traffic safety cameras as a means for enforcing traffic laws; and

WHEREAS, consistent with RCW 46.63.170, the Spokane City Council adopted Spokane Municipal Code Chapter 16A.64 which, in pertinent part, authorizes the use of automated traffic safety cameras in the City of Spokane at two-arterial intersections and school speeding zones; and

WHEREAS, in 2022 the Washington Legislature enacted Engrossed Substitute Senate Bill 5974, which expanded the permitted uses of automated traffic safety cameras under RCW 46.63.170 to include the detection of speed violations in roadways in school walk areas as defined in RCW 28A.160.160, as well as speed violations in public park speed zones and hospital speed zones; and

WHEREAS, under RCW 46.63.170, as amended, “public park speed zones” means, with respect to a given location, the area within a public park with active park use and extending 300 feet from the border of said park; and

WHEREAS, under RCW 46.63.170, as amended, “hospital speed zones” means, with respect to a given location, the area within hospital property and extending 300 feet from the border of hospital property; and

WHEREAS, under RCW 46.63.170, as amended, “public park speed zones” and hospital speed zones” must have signs posted alerting drivers to the location of said zones and to the use of automated traffic safety cameras; and

WHEREAS, it is necessary to amend SMC 16A.64.220 to conform to RCW 46.63.170, as recently amended, and to authorize the use of automated traffic safety cameras in school walk areas, public park speed zones, and hospital speed zones; and

WHEREAS, the current authorization to operated automated traffic safety cameras under Chapter 16A.64 of the Spokane Municipal Code expires on November 12, 2023, and the City Council, when renewing the authorization by ordinance, historically has extended the authorization in five-year increments; and

WHEREAS, the City Council intends to extend the current authorization to use automated traffic safety cameras for an additional five years.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 16A.64.220 of Chapter 16A.64 of the Spokane Municipal Code is amended as follows:

Section 16A.64.220 Procedures of Use of Automated Traffic Safety Cameras

The use of automated traffic safety cameras is authorized for issuance of notices of infraction for violations regarding obedience to traffic control devices for stoplights at two-arterial intersection and school speeding zones and is subject to the following requirements:

- A. Use of automated traffic safety cameras is restricted to the following locations:
 1. two-arterial intersections, ~~((and))~~
 2. school speeding zones, ~~((only.))~~
 3. School walk areas, as defined in RCW 28A.160.160,
 4. Public park speed zones, as defined in RCW 46.63.170, and
 5. Hospital speed zones, as defined in RCW 46.63.170.
- B. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle.
- C. A notice of infraction must be mailed to the registered owner of the vehicle within fourteen days of the violation, or to the renter of a vehicle within fourteen days of establishing the renter's name and address under SMC 16A.64.240(B). The law enforcement officer issuing the notice of infraction shall include with it a certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice by mail.
- D. The registered owner of a vehicle is responsible for an infraction under SMC 16A.64.270(A) unless the registered owner overcomes the presumption in SMC 16A.64.270(B), or, in the case of a rental car business, satisfies the conditions under SMC 16A.64.240(B). If appropriate under the circumstances, a renter identified under SMC 16A.64.240(B)(1) is responsible for an infraction.
- E. Pursuant to RCW 46.63.170(1)(f), notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this section are for the exclusive use of law enforcement in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.
- F. All locations where an automated traffic safety camera is used must be clearly marked by placing signs in locations that clearly indicate to a driver that he is entering a zone

where traffic laws are enforced by an automated traffic safety camera. Signage in public park speed zones and hospital speed zones shall conform to the requirements in RCW 46.63.170.

Section 2. Section 16A.64.260 of Chapter 16A.64 of the Spokane Municipal Code is amended as follows:

Section 16A.64.260 Termination of Authorization for Use of Automated Traffic Safety Cameras

The authorization granted in SMC 16A.64.220 to use automated traffic safety cameras for issuance of notices of infraction for violations regarding obedience to traffic control devices shall expire on (~~November 12, 2023~~) July 31, 2028, unless the city council takes legislative action to extend the authorization.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date